



## **Town of Arlington Board of Selectmen**

### **Meeting Agenda**

December 18, 2017

5:30 PM

Selectmen's Chambers, 2nd Floor, Town Hall

1. Vote: To Elect an Interim Vice Chair  
Joseph A. Curro, Jr., Chair
2. Process: To Fill Vacancy on Board of Selectmen
  - a) Statements from Applicants
  - b) Vote: Appointment of Interim Selectman (term to expire 4/7/2018)  
Joseph A. Curro, Jr., Chair

### **CONSENT AGENDA**

3. Minutes of Meetings: November 20, 2017; December 4, 2017
4. Vote: Chapter 268A, Section 20(b)(3) Contract Certification  
Michael Rademacher, Director, Department of Public Works
5. For Approval: KENO to Go Monitor  
7 Star Grocery, 6 Medford Street
6. Request: Special (One Day) Beer & Wine License, 1/13/2018 @ Robbins Memorial Town Hall for a Private Event  
Angela Martano

### **LICENSES & PERMITS**

7. Request: All Alcohol Package Store License  
Alexander Liquors (Sant Krupa LLC), 94 Summer Street  
Hemal Patel and Nipa Patel, Co-owners
  - a) Vote: 2018 Renewal of License
  - b) Vote: Status of License Suspension for 10 Days and other conditions
  - c) Vote: Pledge of License
  - d) Vote: Application for Transfer
8. For Approval: License Renewals  
Contractor/Drainlayer  
Class I  
Class II  
Class II Non-Premise/Auctioneer  
Lodging Houses/Inn-Keepers  
Second Hand Dealer  
Public Entertainment

Automatic Amusement  
Food Vendor  
Common Victualler  
Wine & Malt Beverages Only Restaurant  
All Alcohol Restaurant  
All Alcohol Club  
Theatre License  
All Alcohol Package Store  
Sidewalk Café (excluding Broadway Plaza)

**TRAFFIC RULES & ORDERS / OTHER BUSINESS**

9. Discussion & Vote: Parmenter School Lease Extension  
Adam W. Chapdelaine, Town Manager

**CORRESPONDENCE RECEIVED**

Request Change to Existing Traffic Restriction at Intersection of Venner Road and Concord Turnpike

Kevin Carter, 18 Longfellow Road via Request/Answer Center

Town Manager Vacation Leave Buy Back

Adam W. Chapdelaine, Town Manager

Next Scheduled Meeting of BoS January 8, 2018.



## Town of Arlington, Massachusetts

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### Process: To Fill Vacancy on Board of Selectmen

#### Summary:

- a) Statements from Applicants
  - b) Vote: Appointment of Interim Selectman (term to expire 4/7/2018)
- Joseph A. Curro, Jr., Chair

#### ATTACHMENTS:

Type	File Name	Description
Reference Material	A._LaCourt.pdf	A. LaCourt reference
Reference Material	D._Levy.pdf	D. Levy reference
Reference Material	J._Maher.pdf	J. Maher reference
Reference Material	S._Nugent.pdf	S. Nugent reference
Reference Material	C._Rowe.pdf	C. Rowe reference
Reference Material	T._Walsh.pdf	T. Walsh reference

December 10, 2017

Marie A. Krepelka  
Board Administrator  
Arlington Board of Selectmen

Dear Marie,

I am writing to express my interest in filling the vacant seat on the Board of Selectmen from January to April of 2018. I would be proud to employ the experience I gained during the seven years I served as a Selectman to assist the current board in the main task I know they need to accomplish during this period – reviewing and voting on selectmen's articles for the upcoming town meeting.

I think it is important that the board choose a candidate with no intention of running for the open seat as a matter of fairness. I have no intention of running in the spring.

I know my fellow former selectmen well so I know the board will have many good choices among us and that applicant pool may also include some perfectly qualified town meeting members. My expectations are modest but should the board decide I am the right person for the job I am prepared give 110% to fulfill the responsibilities of the position.

Yours,  
Annie LaCourt



# Annie LaCourt

48 Chatham Street, Arlington, MA 02474

Tel: 781-641-2918

Cell Phone: 617-694-9895

Please communicate by email to [annie@lacourt.net](mailto:annie@lacourt.net)

<b>Skills</b>	<ul style="list-style-type: none"> <li>• Excellent at developing customer relationships, managing expectations and translating requirements into system design.</li> <li>• Superior oral and written communications.</li> <li>• Skilled at managing development plans and schedules over the full development life cycle. 12 years of programming experience.</li> <li>• Highly proficient at business/systems analysis, conceptual database design and conversion of data from legacy systems including gap analysis.</li> <li>• Superior project management skills.</li> </ul> <p>Certified Salesforce Administrator, Certified Salesforce Developer</p>
<b>Civic Engagment</b>	<p>Principal, Visual Government, 2012 to present  Treasurer, Arlington Education Foundation , 2012 to present  Member Arlington Board of Selectmen 2005 to 2012  VP Of Finance for Temple Shir Tikvah, Winchester MA , 2012 to present  Member, Information Systems Advisory Committee, Town of Arlington 2003-2005  Member, Arlington Town Meeting 2000 to present</p>
<b>Narrow Bridge Consulting</b>  <i>July 2013 to present</i>	<p><b>Principal Consultant</b>  Projects include:</p> <ul style="list-style-type: none"> <li>• Performed research and analysis on the requirements for a HUD compliant counseling addition to HomeKeeper for the Cornerstone Partnership. Deliverables included preliminary assessment of the market and top level applications requirements document.</li> <li>• Served as product owner for development of a rental compliance monitoring tool for Cornerstone Partnership. Responsibilities included developing requirements, working with the development team to turn the requirements into sprints in Jira, recruiting and managing and advisory team of subject matter experts, testing and acceptance, and, currently, leading a product pilot.</li> <li>• Lead consultant on a project to convert the data systems of the Society of Saint John the Evangelist from a server based set of applications centered on Donor Perfect to a cloud based suite of products based on Salesforce. Responsibilities include working with the IS director for SSJE to gather requirements, develop transition plans, assess and choose applications, ETL legacy data, implement and test applications, and train/coach staff as needed. New application suite includes Salesforce NPSP, Brickworks, Form Assembly and a potential connector to Quickbooks.</li> <li>• Served as consultant on several customization projects for HomeKeeper clients that involved ETL of legacy data, requirements development and configuration of Salesforce. Several projects involved small Apex programming projects.</li> <li>• Subcontracted as principal consultant on a variety of projects for Exponent Partners. Exponent is a consultancy that specializes in Salesforce implementations for non-profits. Projects involved data transformation, third party tool integration and staff training in addition to custom configuration of Salesforce.</li> </ul>
<b>Visual Government</b>  <i>July 2013 to present</i>	<p><b>Partner</b>  Visual Government is a small start up firm whose principal mission is to assist municipal governments and other entities in making their financial and other data transparent to constituencies and stakeholders thru online interactive visualizations. Our current product is Visual Budget which is an open source tool that allows entities to post an interactive visualization of their budget to the web. I am principally</p>



	<p>responsible for sales and marketing. I also work with the development team on product design and coordinate implementation for clients. <a href="http://www.visggov.com">www.visggov.com</a>. Check out ArlingtonVisualBudget.com to see the tool in action.</p>
<p><b>The Housing Partnership Network, Boston MA</b></p> <p><i>September 2009 to July 2013</i></p>	<p><b>Director of Community Information</b></p> <p>Responsible for evaluating, implementing and continuously improving information systems infrastructure for The Housing Partnership Network. The Housing Partnership Network is a national consortium of affordable housing non-profits. Accomplishments included:</p> <ul style="list-style-type: none"> <li>• Lead the evaluation selection and implementation of an on line community of practice for HPN's member organizations.</li> <li>• Implemented organization wide use of Salesforce as a central database platform for HPN and its subsidiary businesses. Served as system administrator for Salesforce and lead various projects to configure applications within Salesforce to meet the needs of HPN's business units</li> <li>• Managed ongoing development of the Strength Matters performance benchmarking data warehouse including collaborating with the sponsors, designers, developers and users on the development of a web based data visualization interface.</li> <li>• Implemented and administered other critical information systems including the Policy Map GIS tool and identity management software from Okta.</li> </ul>
<p><b>YouthBuild USA, Somerville, MA</b></p> <p><i>October 2005 to February 2009</i></p>	<p><b>Senior Information Systems Manager</b></p> <p>Responsible for the management all aspects of the software and hardware infrastructure for YouthBuild USA.. YouthBuild USA is a national non-profit organization that sponsors and supports a network of affiliated Youthbuild programs in 226 locations throughout the US, working with disconnected youth by providing technical assistance, training and support for program staff and graduates at all sites.</p> <p>Accomplishments included:</p> <ul style="list-style-type: none"> <li>• Worked with the Director of Knowledge Management and the Director of Data Management to land a million dollar contract with the Department of Labor to provide technical support for data collection for DOL YouthBuild grantees.</li> <li>• Implemented organization-wide use of the Kintera CRM system, including data loading, training, support and protocol design. Achieved near total adoption over the life of the project.</li> <li>• Redesigned the server infrastructure and managed the specification and installation of a new phone system to provide better remote access for users and increased up-time overall.</li> <li>• Lead an organization-wide effort to incorporate web 2.0 tools and social media into the work of Youthbuild including implementation of an online meeting manager, launch of a MySpace page for YouthBuild graduates and the incorporation of Community Server into our content management system to support the development of communities of practice.</li> <li>• Created a disaster recovery plan for communications continuity, systems recovery and off-site information storage. Plan calls for no loss of up-time for all YouthBuild communications and data systems and no loss of critical documentation during a catastrophic event.</li> <li>• Instituted a software review process designed to assist staff in evaluating and choosing software tools to meet their needs for on-line training and support, collaboration, and communication with remote teams.</li> <li>• Worked with the Director of Data Management on major upgrades of several proprietary software applications. Created specifications, designed quality assurance tests and instituted a standard release process to reduce down time as components were installed.</li> </ul> <p>Oversaw the technology component of a complete renovation of Youthbuild's offices including the design and installation of AV systems for a new multi-space conference room. Project involved moving 70 computers and phones in the space several times over the course 2 months. All technology aspects were handled with minimal disruption and down time for staff.</p>
<p><b>Boston Private Industry Council, Boston, MA</b></p> <p><i>November 2004 to</i></p>	<p><b>Data Services Manager</b></p> <p>The Boston Private Industry Council is a non-profit organization that serves as the workforce board for Boston. The centerpiece of its mission is helping Boston Public High School students reach their potential through work experiences. Responsibilities included managing the development of custom applications, evaluating potential third party solutions and creating and executing a strategic technology plan.</p> <p>Accomplishments included:</p> <ul style="list-style-type: none"> <li>• Designed and developed a desktop application to assist career specialists in managing student cases and submitting job placements</li> <li>• Evaluated and chose a third-party solution for the many survey's PIC conducts</li> <li>• Worked with the Workforce Board team to develop an in-house data repository from the three career</li> </ul>



<p><b>October 2005</b></p>	<p>centers PIC charters in order to provide better and more flexible analysis of results.</p> <ul style="list-style-type: none"> <li>Assisted with the development of reports to support a two year planning initiative dealing with high school drop outs supported by a Gates foundation grant</li> <li>Initiated and mentored upgrading the skills of a three person staff to enable moving the PIC's data infrastructure from Microsoft Access to SQL server with a web front end.</li> <li></li> </ul>
<p><b>Consultant</b> <b>July 2003</b> <b>to</b> <b>June 2004</b></p>	<ul style="list-style-type: none"> <li>Installed a new Windows 2003 server and assisted in the implementation of an Ebase donor management system for <b>Women's Action for New Directions</b></li> <li>Worked on various database projects for state legislature political campaigns.</li> <li>Assessed donor and volunteer management systems for <b>The Housing Corp. of Arlington.</b></li> </ul>
<p><b>KLD</b> <b>Research</b> <b>and</b> <b>Analytics</b> <b>Inc</b></p> <p><b>Boston, MA</b></p> <p><b>July 2002</b> <b>to</b> <b>May 2003</b></p>	<p><b>Director of Systems and Technology</b></p> <p>KLD is an investment research firm that specializes in creating web-enabled profiles of the social behavior of publicly held corporations. Responsibilities included supervising the full development life cycle, coordinating software maintenance for released products and administration of the entire corporate technical infrastructure. Managed a team of 2 programmers, a network manager and a business analyst.</p> <p>Accomplishments included:</p> <ul style="list-style-type: none"> <li>Worked with the Director of Marketing to create a product development process where none had existed. Jointly presented the process plan and rolled it out to the Marketing and Systems and Technology teams.</li> <li>Shepherded the new release of Socrates (KLD main product) from the conceptual stage thru requirements gathering and specification into the implementation phase. Mentored the Socrates Product Manager in the writing of a concise business requirements document and assisted the business analyst in guiding meetings with developers in order to achieve the desired understanding of those requirements. Presented development plans to management and the board of directors.</li> <li>Sourced a new customer relationship management tool resulting in the installation and customization of Salesforce. Performed analysis of company wide needs for sales and contact management. Wrote a buy/build analysis. Created the implementation plan and lead the project.</li> <li>Assisting in the reorganization of the company, including budget creation and strategic planning as part of the management team.</li> </ul>
<p><b>Intelevent</b> <b>Systems Inc.</b> <b>Arlington,</b> <b>MA</b></p> <p><b>Dec. 2000</b> <b>to</b> <b>March 2002</b></p>	<p><b>Vice President of Product Development</b></p> <ul style="list-style-type: none"> <li>Intelevent is a California-based software company offering an event/inventory management package for entertainment industry rental and production companies. After Arabesque was acquired by Intelevent, I assumed responsibility for system development, coordinated software maintenance for released products with the software support team, assisted the major account sales team and specified all custom work for existing clients.</li> </ul>
<p><b>Arabesque</b> <b>Software</b> <b>and</b> <b>Consulting</b> <b>Arlington,</b> <b>MA</b></p> <p><b>1988</b> <b>to</b> <b>December,</b> <b>2000</b></p>	<p><b>President and founder.</b></p> <p>Arabesque offered a business/inventory management package called RPM for rental and production companies in the entertainment field, especially lighting and sound equipment rental companies. I started the company from a home office with \$5000.00 in capital, organized the business, developed a strategy and recruited a team. When the company was sold to Intelevent it was a \$500,000 year enterprise with 6 employees and 150 client companies throughout the US and Canada.</p> <p>Over the course of the company's 12 years of existence:</p> <ul style="list-style-type: none"> <li>Designed, developed and alpha tested the original DOS based version of RPM.</li> <li>Located and cultivated two beta test sites and worked with them intensively to iteratively improve the beta version of RPM before launching the product.</li> <li>Designed an initial marketing campaign, executed it and managed sales.</li> <li>Developed a customer service program and managed all software maintenance and support functions including hiring and training support technicians.</li> <li>Designed and specified the implementation of a MS Windows version of RPM, hired and supervised 2 programmers to execute the development of the new version and managed the release process.</li> <li>Performed all business management functions for 7 years before first hiring an office manager/bookkeeper and then a business manager</li> </ul>

	<ul style="list-style-type: none"> <li>• Successfully negotiated the sale of the company to Intelevent and managed the merger.</li> </ul>
<b>Consultant to NBC Olympics Division</b>  <b>1998 to 2000</b>	<p><b>Consultant for Software Design, Development Management</b></p> <p>Acting as a design consultant, did the initial systems analysis, user requirements gathering, data design and functional specification for the inventory management system to be developed for the NBC Olympics Division. For the Sydney Olympics alone, the system needed to handle planning, purchasing, receiving, inventorying, shipping, assembling and installation of an estimated \$45 Million in television broadcasting equipment</p> <p>Accomplishments included:</p> <ul style="list-style-type: none"> <li>• Led staff meetings to elicit system requirements, presented progress and worked with individual engineers and managers to ensure that all aspects of the Olympics planning, procurement and production process were accurately described.</li> <li>• Identified design solutions for complex data representation problems for an inventory consisting of components and assemblies of components.</li> </ul> <p>As development management consultant, acted as a liaison between the NBC Olympics staff and the software developers, SourceSmith Industries of Vancouver, BC. Ensured that user concerns were heard, and acted as the arbiter of disputes arising from 'requirements creep'.</p>
Education	<ul style="list-style-type: none"> <li>• <b>1980; B.A. (Theatre) University of Wisconsin, Madison, WI</b></li> <li>• 1986; M.F.A. (Technical Design and Production) Yale School of Drama, New Haven, CT</li> </ul>



**To:** mkrepelka@town.arlington.ma.us  
**Date:** 12/10/2017 10:43 PM  
**Subject:** Application for Board of Selectmen Vacancy

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Dear Marie,

Please accept this resume and note below as my application for the Board of Selectmen Vacancy.

I currently serve on Town Meeting from Precinct 18. I have served one year so far and have immensely enjoyed my time and find the issues facing the town exciting to work on. I would be honored to serve in greater capacity, even if just for a short time, on the Board of Selectmen.

As for fulfilling the vacancy, without being elected to the position, I could only serve in a capacity that faithfully examined every issue on its merits and ensured that any decision requiring my vote would be done fully with the law of the Town on its side. While an elected official would do the same, I would come with no agenda or vision of the future of the town, other than one of full transparency for any decision made. I would only want to be of assistance to ensuring meetings were productive and assisting Town Government as it prepares for the 2018 Town Meeting Session.

I currently am a Vice President at State Street Bank and Trust, where I primarily work on underwriting new investments in renewable energy. In this role, it is my responsibility to ask many questions about the pros and cons of any investment, documenting the facts and noting the risks involved and how the Bank might be protected from those risks. I would bring the same skills to this role, asking as many questions as possible about any decisions before the Board.

Thank you for considering my application and best wishes this Holiday Season

Best regards,  
-Dave Levy

**Attachments:**

File: David Levy-  
Resume 2017 V1.pdf

Size:  
112k

Content Type:  
application/pdf

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**SUMMARY:**

Eight years in the finance and energy sector and five years in the public sector. Successful at executing investments and acquisitions through comprehensive underwriting and document negotiation.

**CORE COMPETENCIES:**

- Underwriting
- Portfolio management
- Transaction negotiation
- Business Development
- Financial modeling
- Audits and inspections

**EXPERIENCE:****STATE STREET BANK AND TRUST**

**April 2013 - Present**  
Boston, MA

***Vice President, Tax Advantaged Investments***

- Successfully underwritten over 15 multi-million dollar investments in the renewable energy sector. Manage various negotiation efforts on commercial points and run due diligence processes on a host of issues including insurance, credit quality, plant operations and technology.
- Manage the energy tax credit investment portfolio as well as the Bank Owned Life Insurance portfolio. Responsible for partnership decisions, operational monitoring and asset sales, including a recent small (<\$5mm) solar portfolio sale.
- Executed several audits of the portfolio including reviews of insurance, engineering and operations resulting in several improvements to the operations of the underlying investments
- Created a customized management system to monitor the portfolio and automate the financial accounting
- Project manager for an organizational strategy exercise to reposition the tax department within State Street for future success.

**NRG ENERGY**

**Sept 2011 – April 2013**  
Princeton, NJ

***Manager, Asset Management***

- Built high-profile board presentations for multi-billion dollar merger. Analyzed and modeled twenty plus opportunities to increase post-merger EBITDA
- Coordinated diligence for first & second round sell-side processes on a ~\$500mm potential acquisition
- Built a financial model for and negotiated key parts of two contracts to increase EBITDA by over \$40mm at an existing power plant
- Built economic model for a winning RFP award to convert an existing power plant
- Built model, led diligence and pricing presentations for acquisition of a \$20mm power plant

**ACCIONA ENERGY**

**July 2008 - Sept 2011**  
Chicago, IL

***Commercial Manager***

- Prepared and recommended several bid strategies that resulted in short-listing of Acciona wind turbines
- Built a competitive assessment model to provide pricing recommendations for Acciona wind turbines
- Handled various efforts of a \$10mm solar power plant expansion, including investor consents, financial modeling, engineering reviews and the application and receipt of a \$3mm cash grant from the US Treasury

**THE MAYOR'S OFFICE OF MANAGEMENT AND BUDGET &  
311 CITIZEN SERVICE CENTER**

**2001 – 2006**

***Unit Head***

New York, NY

- Led analysis and negotiations to increase fees at six recreation centers, reducing expenses by \$3 million annually
- Led analysis and negotiations raising fees at three city zoos, reducing tax payer burden by \$500K annually
- Negotiated with FEMA officials for federal reimbursement for City expenditures in response to attack on 9/11/2001
- Reduced annual water/sewer utility operating budget by \$25 million, finding efficiencies in various operating units
- Designed a training and evaluation program improving how call center handles "traffic signal outage" calls

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**EDUCATION****MIT SLOAN SCHOOL OF MANAGEMENT – MBA Class of 2008**

Cambridge, MA

- Intern – business development at Heliovolt Corporation, a thin-film solar panel manufacturer in Austin Texas
- Teaching Assistant: Financial Accounting, Fall 2007 and Macro Economics, Spring 2008

**UNIVERSITY OF MICHIGAN**

Ann Arbor, MI



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**UNIVERSITY OF MICHIGAN**

Ann Arbor, MI

# JOHN F. MAHER

ATTORNEY AT LAW

December 8, 2017

Board of Selectmen Appointing Authority  
c/o Board of Selectmen  
Town Hall  
730 Mass Avenue  
Arlington, MA 02476

HAND DELIVERED

Honorable Members of the Board and Town Moderator:

The undersigned is pleased and honored to submit my name for consideration for the vacancy on the Board of Selectmen occasioned by the recent resignation of Mr. Steven Byrne who so admirably served the Town during his tenure. You all know me from my 34 year tenure as the Town Counsel which I was privileged to serve the Town from 1974 to 2008. Although retired from active employment I have nonetheless continued to be actively involved in Town affairs. As you know I have chaired the Board's Cable Advisory Committee and in such capacity advised the Board on cable matters in general and in particular was an active participant in the negotiation of cable license renewals with all cable providers which resulted in license renewals on terms very favorable to the Town and Arlington Community Media Inc.

In addition I have the privilege of serving on the Permanent Town Building Committee since 2008 and have actively participated in the school rebuild process for the Brackett, Peirce, Bishop, Thompson and Stratton Schools in addition to the Police Station and three fire stations. As you know the PTBC is currently overseeing the reconstruction of the Gibbs and Hardy Schools.

I have as well been zealously serving the residents of Precinct 14 as an elected Town Meeting member since 2008. My dedication to the townspeople of Arlington is not limited to public office participation since I serve the community as Chairman of the Greater Cambridge Salvation Army which responsibility covers Arlington as well as Somerville and Cambridge. I also serve as secretary and member of the Board of Directors of the Symmes Non-Profit Medical Use Committee and in such capacity have been instrumental in providing hundreds of thousands of dollars to various town government agencies including the Council on Aging and AYCC as well as the Visiting Nurses Association and the Arlington Boys and Girls club.

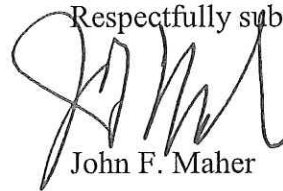
Needless to say I am intimately familiar with the processes and activities of the Board of Selectmen having attended upwards of a thousand meetings of the Board during my tenure as Town Counsel. I bow to no one in the high regard and deference that I hold the Board of Selectmen. I firmly believe that based upon my experience and commitment I would ably serve the Arlington townspeople for the remaining term until the next town election. As a former town employee I think I would bring a fresh perspective to town affairs.



I continue to maintain an active law practice but would of course not represent any clients before any town board or official during the term of my potential appointment. Permit me to categorically state that I would not be a candidate for election to the Board in the upcoming or any future election.

I would be honored to continue to serve the town of Arlington and its townspeople if appointed to fill the vacancy. Kindly consider this letter as my indication of interest therein.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JFM', written over the printed name 'John F. Maher'.

John F. Maher

John F. Maher  
990 Massachusetts Avenue, Unit 44  
Arlington, MA 02476

Born: July 27, 1946, Gardner, Massachusetts

Education: Tufts University B.A. Political Science 1968  
Boston University Law School J.D. 1973

Military Service: U.S. Army 1969 - 1970

Professional Background:

    Trial Counsel - Minuteman Insurance Companies  
        Concord, MA 1973 – 1974

    Assistant Town Counsel  
    and Director of Labor Relations - Town of Arlington 1974 – 1977

    Arlington Town Counsel  
    and Director of Labor Relations – Town of Arlington 1977 – 2008

Public Service:

    Elected Town Meeting Member 2008 – present

    Chairman, Cable Advisory Committee 2008 – present

    Member Permanent Town Building Committee 2009 – present

Charitable Activities:

    Secretary, Symmes Medical Use Non-Profit Committee 2005 – present

    Chairman, Cambridge Corps Salvation Army  
    (Arlington, Somerville and Cambridge) 2011 – present

**To:** mkrepelka@town.arlington.ma.us

**Date:** 12/07/2017 08:23 PM

**Subject:** Arlington Selectmen Vacancy

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Hi,

Please find attached my resume.

Best regards,

Samantha Nugent

**Attachments:**

File:	Size:	Content Type:
<u>sanugentR3.docx</u>	28k	application/vnd.openxmlformats-officedocument.wordprocessingml.document

**SAMANTHA NUGENT MSN, FNP-C**  
**170 Mystic Valley Parkway, Arlington, MA 02474**

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**EDUCATION**

Masters of Science, Family Nurse Practitioner Regis College, Weston, MA	May 2017
Bachelor of Science Degree in Nursing Curry College, Milton, MA	May 2015
Associates Degree in Science, Nursing Quincy College, Quincy, MA	May 2013

**Family Nurse Practitioner Student**

**Professional Clinical Hours for FNP Education**

- Massachusetts Institute of Technology (MIT) Medical – Urgent Care & Internal Medicine
  - Fall 2016 – Spring 2017
- Regis College Health Services
  - Fall 2016 – Spring 2017
- Dermatology Associates of Concord, Inc.
  - Fall 2016
- Lynn Community Health Center; School-Based Health Care
  - Spring 2017

**PROFESSIONAL EXPERIENCE**

**IPC Healthcare/TEAMHealth**

Dedham, MA

Current

**Family Nurse Practitioner – Post Acute Care**

- Examine, diagnose, and treat patients with serious illnesses or injuries.
- Admitting, discharging, and doing scheduled rounds to check on patients.
- Performing examinations, ordering and interpreting diagnostic tests, and going over results with patients or the physician, if necessary.
- Establishing care or condition management plans, including prescribing medications or other treatments.
- Educating the patient and family members about medical conditions and courses of action.
- Keeping records regarding patient history, condition, treatments, and progress.

- Alerting physicians when conditions worsen or if abnormalities arise.
- Participate in the On-Call program, which include working nights, holidays, and weekends.
- Speaking with patients to better understand their concerns, needs, conditions, and medical histories.

**BMC/Greater Roslindale Medical Center – Community Health Center**

Roslindale, MA

October 2015 – July 2017

**Registered Nurse**

- Consistently and effectively utilizes all steps of the nursing process in the delivery of safe, efficient, and appropriate patient-centered care for the pediatric, women's health, and adult/geriatric patient populations.
- Identifies emergency situations and communicates such situations in a timely manner to appropriate health care team members.
- Demonstrates safe technical competence based on patient needs, including but not limited to: nurse triage including telephone triage, injections, wound care, medication management, informatics, and equipment monitoring & utilization.
- Consistently uses clear, concise and effective written and oral communication.
- Identifies expected outcomes individualized to the patient and jointly conveys outcomes with the patient/family and the health care team when appropriate.
- Thoroughly evaluates the quality, cost, and effectiveness of the nursing practice.
- Practices in compliance with established practice standards, policies, procedures, protocols, guidelines, statutes, and regulations.

**East Boston Neighborhood Health Center – Elder Service Plan/PACE Program**

East Boston, MA

September 2015 – November 2015

**Registered Nurse – Per Diem/Temp Position**

- Responsible for the delivery and documentation of quality patient care for the ESP assisted housing program that specialized in memory care.
- Responsible for direct and indirect nursing assessment, nursing care, health maintenance, teaching, counseling, collaborative planning and rehabilitation services.
- Provided medical, rehabilitation, case management, adult day health and home care services in an inter-disciplinary team setting.



**VNA of Eastern Massachusetts**

Somerville, MA

July 2013 – August 2015

**Registered Nurse**

- Provided comprehensive physical and psychosocial assessment, planning, and evaluation of patient care.
- Maintained accurate and up-to-date electronic medical records.
- Responsible for direct skilled care including, but not limited to:
  - Wound Care, Negative Pressure Wound Therapy (Wound V.A.C), Injections, IV's, INR's, Foley/Straight Catheter, Tube Feedings, PICC Line Care, Patient Education, Patient Care Management
- Coordinated with case managers and team members to meet patient's goals.
- Utilized independent nursing judgment.
- Intervened independently in potentially life-threatening emergency situations.
- Head nurse responsible for maternal/child wellness RN visits.
- Developed and provided health education/promotion and consultation services.
- Maintained patient confidentiality; strong familiarity with HIPPA regulations.

**National Association of Government Employees**

Quincy, MA

August 2005 – August 2012

**Executive Administrative Assistant**

- Provided high-level administrative support to National President, Two National Executive Vice Presidents and Chief of Staff.
- Developed and maintained detailed administrative and procedural processes that reduce redundancy, improve accuracy and efficiency, and achieve organizational objectives.
- Supported complex, deadline-driven operations.
- Created innovative solutions to unique challenges in a fast paced, high pressure environment.
- Used expert organizational, interpersonal, and communication skills.
- Ensured compliance with tight deadlines across multiple company needs.
- Proofread documents for accuracy, completeness, and conformity to established formats.

**COMPUTER SKILLS**

Proficient in: Microsoft Office, Microsoft Windows® operating system, Adobe Reader/Writer, Electronic Medical Records: Athena Health, EPIC, Health Wise, TouchWorks OASIS, MDS-HC

**CERTIFICATION**

Basic Life Support for Healthcare Providers AHA

Current

**VOLUNTEER WORK**

Mystic River Watershed Association (Community)

2012 – Present

**HONORS/ACHIEVEMENTS**

Sigma Theta Tau International Honor Society

April 2015

**Brown, Richardson + Rowe, Inc.** Landscape Architects and Planners

December 6, 2017

Marie Krepelka  
Board Administrator  
Board of Selectmen  
Town Hall  
730 Massachusetts Avenue  
Arlington, Massachusetts 02476

RE: Interest in the Position of Temporary Selectmen for the Town of Arlington

Dear Marie:

Thank you for your call yesterday. As you know, I am interested in applying for the above position to assist the Town for a short period of time. I am a long time resident of the town. I am also NOT interested in running for the position. I served the Town as a Selectmen from 2006 to 2012.

I have attached my resume for your information. I will hand deliver this letter, with an original signature, and my resume to the office tomorrow.

If chosen, I would resign from the Community Preservation Committee.

Thank you and the Board and the Moderator for every consideration,

A handwritten signature in black ink, appearing to read 'Clarissa Rowe', with a large, stylized initial 'C'.

Clarissa Rowe  
137 Herbert Road  
Arlington, Massachusetts 02474

enclosure



**CLARISA ROWE, Principal**  
Landscape Architect, Mass. Reg. #675

PROFESSIONAL EXPERIENCE

**Parks**

Gateway Sheldon Street Park, Fitchburg, Massachusetts; Veterans' Park, Holyoke, Massachusetts; Swasey Field, Haverhill, Massachusetts; Monoosnuc Brook Walk, Leominster, Massachusetts, and others, all part of the Gateway City Parks Program, Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs

Georges Island in Boston Harbor, MA for the Island Alliance with McGinley Kalsow

Pedlocks Island in Boston Harbor, MA for the Island Alliance with Bruner Cott

Nathan Tufts Park, Somerville, MA, for the City of Somerville

Halls Pond Sanctuary Restoration Project, Brookline, MA, for the Town of Brookline

Cape Cod National Seashore General Management Plan, for the National Park Service

Alewife Brook and Mystic Valley Park Lands, Cambridge-Somerville-Medford, MA, for the MDC

Soule Playground, Brookline, MA, for the Town of Brookline

Shipyard Park, Phase III, Charlestown Navy Yard, Charlestown, MA, for the BRA

**Transportation, Urban Design and Streetscape**

Barnstable Municipal Airport, Barnstable, MA, for the BMA Commission, with Edwards & Kelcey, Horsley Whitten, Brown, Lindquist, Fenuccio, and Raber Architects, and Earth Tech Architects

Crosby's Corner, Route 2, Lincoln and Concord, MA, for MHD, with The Louis Berger Group

Charles St./MGH MBTA Station Replacement, Boston, MA, for the MBTA, with Elkus Manfredi Architects, Ltd./HDR Joint Venture

**Historic Landscapes**

Capital Needs Projects for the Boston Common and Public Garden Update in 2012

Georges Island Visitors Center, for McGinley, Kalsow Associates, and DCR

Chestnut Hill Waterworks Redevelopment, Boston, MA, for JV Diamond & Co. and E.O. Fish

Paul Revere House Property, Boston, MA, for Paul Revere Memorial Association, Fennick I McCredie

Corson Block, New Bedford, MA, for the National Park Service

Boston Common Visitors Center, Boston, MA, for the City of Boston Public Facilities Department, with The MacPherson Partnership – Architects

Winthrop Park, Harvard Square, Cambridge, MA, for the Program on Public Space Partnerships, City of Cambridge Community Development, and the Winthrop Park Trust

### **Corporate and Commercial**

Chatham Bars Inn and Resort, Chatham, MA, for Capital Properties, Inc.

Wall USA's, Coordinated Street Furniture Program, Boston, MA, for the BRA

Boott Mills Canalway Project, Lowell, MA, for Congress Group Properties

### **Campus and Institutional**

North Allston Community-Wide Master Plan, North Allston, Massachusetts, for the Boston Redevelopment Authority with the Cecil Group

100 Cambridge Street/Leverett Saltonstall Building Renovation, Boston, MA, for Mass Development, with Elkus Manfredi Architects

Simmons College Library Replacement, Boston, MA, with FHCM-Stopfel Architects

### **Land Reclamation**

Spectacle Island, Boston Harbor, MA, with the Joint Venture of Weston & Sampson/ Century Engineering, for the Massachusetts Highway Department. A sanitary landfill/public park project using compost in manufactured topsoil.

Jack Kerouac Park, Lowell National Historical Park, Lowell, MA, for Lowell Historic Preservation Commission and the National Park Service - presence of old concrete building foundation.

Manchester Riverfront Park System Master Plan, Printworks Park, Gateway Park, and Arms Park Promenade and Steps, all in Manchester, NH, for the City's Parks and Recreation Department.

### **Housing**

St. Paul Housing, Brookline, MA, for Raymond Property Company

**To:** mkrepelka@town.arlington.ma.us  
**Date:** 12/08/2017 03:40 PM  
**Subject:** selectman position

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12/8/2017

To the selection committee for interim Selectman seat,

I am submitting this letter to express my interest in filling the empty Selectman's seat for the remainder of the term. (April 2018). Though I have no formal political experience, I have a great interest and investment in the town of Arlington.

I moved here in 1968 and went through Arlington Public Schools. My father, Robert Walsh, was Selectman for 16 years during my upbringing here. He was instrumental in my continued interest in local and national politics. I left home after college and made a career in the film industry. I returned to Arlington in 2003 to raise my children in a town I knew would support my family and serve them well. My children attended Stratton Elementary (where I was the Enrichment Coordinator for 7 years) and Ottoson Middle School. My daughter is currently enrolled in Arlington High School and my son goes to UMASS Boston and commutes from home.

I currently serve on the Executive Board of my union, IATSE Local 481, where we discuss union business, create and adjust the budget each year and vote on items that are brought before us by the membership. I realize this is not a lot of experience, but I'm considered among my colleagues to be a fair and even tempered person. I am deliberate in my decision making but also organized and quick thinking in emergent situations. I am a good listener as well and I think these are all qualities which would make me a good candidate for the empty Selectman's seat.

I have thought about entering politics several times in my life but as a single parent really didn't have the time. With my children older now, I feel the time is right.

Sincerely,

Taryn Walsh  
59 Overlook Rd  
Arlington, MA 02474



## **Town of Arlington, Massachusetts**

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**Minutes of Meetings: November 20, 2017; December 4, 2017**

**ATTACHMENTS:**

Type	File Name	Description
▣ Reference Material	11.20.17_draft_minutes.docx	Draft Minutes 11.20.17
▣ Reference Material	12.4.17_draft_minutes.docx	Draft Minutes 12.04.17

TOWN OF ARLINGTON  
BOARD OF SELECTMEN  
Meeting Minutes  
Monday, November 20, 2017  
7:15 PM

Present: Mr. Curro, Chair, Mr. Byrne, Vice Chair, Mr. Greeley, Mrs. Mahon, and Mr. Dunn  
Also Present: Mr. Chapdelaine, Mr. Heim and Mrs. Krepelka

**FOR APPROVAL**

1. Norway Maple Removal @ 264 Renfrew Street  
Elisa and Bob MacDonald

Mr. Byrne moved approval to remove tree at 264 Renfrew Street subject to all conditions  
as set forth by the Tree Warden. SO VOTED (5-0)

2. Norway Maple Removal @ 37 Beverly Road  
Rich and Kate Sands

Tree Warden Timothy A. Lecuire stated this particular tree can be placed on the pruning list.  
The tree can be pruned to increase health and safety by removing deadwood from the canopy.  
Mrs. Mahon moved to deny removal of said tree. SO VOTED (5-0)

3. Presentation: Arlington Center Safe Travel Project - Adjustments & Improvements  
Michael Rademacher, Director of Public Works

Mr. Rademacher stated this project to improve traffic and pedestrian operations in the center of  
Town has been substantially complete for several months now. While significant improvements  
were realized, several areas of further improvement have been identified by Town officials,  
advocacy groups and interested citizens. As a result, DPW is proposing some changes  
to the intersections of Mass/Mystic/Pleasant and Mass/Swan.

In general the proposals are as follows:

At Mass/Mystic/Pleasant, include adding bicycle signal heads to the southbound and eastbound  
approaches, additional pavement markings to direct bicycle traffic, make bicycle traffic signal  
actuation concurrent with vehicle signal actuation, and swap the locations of some signal heads  
to help clarify operations.

Changes to Swan Place will be more significant in that the Pedestrian Hybrid Beacon is to be  
changed to a full traffic control system. Mr. Rademacher stated that fortunately the majority of  
the equipment will be re-used for this transition.

Many of the proposed changes are based on the Towns own observations as well as observations  
made by residents and interested parties.

Mr. Greeley moved approval. SO VOTED (5-0)

4. ADDENDUM

To Review and Approve:

- the sale of the \$30,955,000 General Obligation Municipal Purpose Loan of 2017  
Bonds of the Town, dated and closing December 7, 2017 to Bank of America



Merrill Lynch at the price of \$34,529,754.29 and accrued interest.

- the sale of a \$1,400,000 1.27 percent General Obligation Bond Anticipation Note of the Town, dated and closing December 7, 2017, and payable November 30, 2018 (the “Note”) to Century Bank and Trust Company at par.
- All related documents required to execute the sale.

Dean Carman, Treasurer

The Board of Selectmen approved the following vote:

Voted: that the sale of the \$30,955,000 General Obligation Municipal Purpose Loan of 2017 Bonds of the Town dated December 7, 2017 (the “Bonds”) to Bank of America Merrill Lynch at the price of \$34,529,754.29 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on December 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2018	\$1,590,000	5.00%	2028	\$1,535,000	5.00%
2019	1,570,000	5.00	2029	1,535,000	5.00
2020	1,570,000	5.00	2030	1,535,000	4.00
2021	1,560,000	5.00	2031	1,535,000	3.00
2022	1,560,000	5.00	2032	1,535,000	3.00
2023	1,560,000	5.00	2033	1,535,000	3.00
2024	1,560,000	5.00	2034	1,535,000	3.00
2025	1,550,000	5.00	2035	1,535,000	3.00
2026	1,550,000	5.00	2036	1,530,000	3.00
2027	1,550,000	5.00	2037	1,525,000	3.00

Further Voted: to approve the sale of a \$1,400,000 1.27 percent General Obligation Bond Anticipation Note of the Town dated December 7, 2017, and payable November 30, 2018 (the “Note”) to Century Bank and Trust Company at par.

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated November 8, 2017, and a final Official Statement dated November 15, 2017 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that in connection with the marketing and sale of the Note, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated November 8, 2017 and a final Official Statement dated November 15, 2017, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver continuing and significant events disclosure undertakings in compliance with SEC Rule 15c2-12 in such forms as may be approved by bond counsel to the Town, which undertakings shall be incorporated by reference in the Bonds and Note, as applicable, for the benefit of the holders of the Bonds and Note from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and Note.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

Mrs. Mahon moved approval:

SO VOTED (5-0)

### **CONSENT AGENDA**

5. Minutes of Meetings: October 30, 2017

6. Reappointment: Arlington Cultural Council  
S. Rebecca Holmes-Farley (term to expire 10/31/2020)

7. Vote: Special Municipal Employee/Department of Public Works  
Michael Rademacher, Director, Department of Public Works

Mrs. Mahon tabled to the December 4th Selectmen's Meeting.

SO VOTED (5-0)

8. Requests: a) First Lights, Whittemore Park @ Jefferson Cutter House, Thursday, November 30; and b) Free Parking Saturdays in the Russell and Water Street Municipal Lots for Holiday Shopping from December 2 - December 25, 2017.  
Beth Locke, Executive Director, Arlington Chamber of Commerce

9. Request: Special (One Day) Beer & Wine License, 12/5/17 @ Robbins Memorial Town Hall for 'Celebration of Organization'  
DeAnne Dupont, President, Food Link

10. Request: Special (One Day) Beer & Wine License, 12/9/17 @ Robbins Library Reading Room for a Private Event  
Nataliya Bregel

Mrs. Mahon moved approval.

SO VOTED (5-0)

## **APPOINTMENTS**

11. Arlington Committee on Tourism and Economic Development  
Bob Tosi Jr. (term to expire 11/30/2020)  
Mr. Greeley moved approval. SO VOTED (5-0)
12. Community Preservation Committee  
Ann Woodward (term to expire 6/30/2018)  
Mrs. Mahon moved approval. SO VOTED (5-0)  
Mr. Chapdelaine also moved approval. SO VOTED (1-0)
13. Conservation Commission  
Pamela Heidell (term to expire 6/30/2020)  
Mr. Byrne moved approval. SO VOTED (5-0)
14. Tree Committee  
Steven Moore (term to expire 11/30/2020)  
Mrs. Mahon moved approval. SO VOTED (5-0)

## **LICENSES & PERMITS**

15. Request: Wine & Malt License Change of Manager  
Sugo Cucina Italiana/RJM Inc., 162 Massachusetts Avenue  
Rudolph Maniscalco  
Mrs. Mahon moved approval. SO VOTED (5-0)
16. Request: Sons of Italy Late Night Event, 11/25/17-11/26/17  
Sons Of Italy, 19 Prentiss Road, Thomas Caccavaro  
Mrs. Mahon moved approval subject to all conditions as set forth. SO VOTED (5-0)
17. Request: Menotomy Grill & Tavern Late Night Event, 12/31/17-1/1/18  
Menotomy Grill & Tavern, 25 Massachusetts Avenue, William Lyons  
Mrs. Mahon moved approval subject to all conditions as set forth. SO VOTED (5-0)

## **CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF OPEN FORUM**

Except in unusual circumstances, any matter presented for consideration of the Board shall neither be acted upon, nor a decision made the night of the presentation in accordance with the policy under which the Open Forum was established. It should be noted that there is a three minute time limit to present a concern or request.

Wynelle Evans, 20 Orchard Place and Paul Parise, 106 Hemlock Street both appeared before the Board to express their concerns of the latest draft presented by the Zoning Recodification Group.



They both stated they feel that the material is not accurate. Mr. Chapdelaine stated the third draft would be available to the general public on or about December 1st leaving time for review prior to the Redevelopment Board hearings.

### **TRAFFIC RULES & ORDERS / OTHER BUSINESS**

18. Arlington Public Art Update  
Cecily Miller

Mrs. Mahon moved to table until the December 4th meeting. SO VOTED (5-0)

19. For Approval: Opening of Warrant for Annual Town Meeting 2018  
The Selectmen voted to open the Warrant for the Annual Town Meeting to be held on Monday, April 23, 2018 at 8:00 p.m. in the Arlington Town Hall. The Warrant will open Tuesday, December 5, 2017 at 8:00 a.m. and will remain open until 12:00/Noon on Friday, January 26, 2018.

Mrs. Mahon moved approval. SO VOTED (5-0)

20. Vote: Special Town Meeting, February 12, 2018  
Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine stated that this Special Town Meeting would include both the approval of the first phase of the zoning recodification process and accessing additional funding for the six classroom addition for Hardy School.

Mrs. Mahon moved approval. SO VOTED (5-0)

21. For Approval: Opening of Warrant for Special Town Meeting  
The Selectmen voted to open the Warrant for a Special Town Meeting to be held on Monday, February 12, 2018 at 8:00 p.m. in the Arlington Town Hall. The Warrant will open Wednesday, December 6, 2017 at 8:00 a.m. and will remain open until 4:00 p.m.

Mrs. Mahon moved approval. SO VOTED (5-0)

22. Discussion: Comptroller Recruitment Process  
Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine stated that in order to begin the process of recruiting a replacement for Richard Viscay, Comptroller, he is requesting authorization from the Board on several items contained within this agenda item:

- a) Approval of the proposed recruitment and screening process as provided by Human Resources Director, Caryn Malloy;
- b) Consider approval of the updated job description. This updated job description has been reviewed by the Town Manager, Deputy Town Manager, and the Human Resources Director;
- c) Authorization to work with the Deputy Town Manager and Comptroller to identify options for interim accounting services to assist the Town during the time between Richard's departure and his replacement start date. Once a satisfactory option has been screened and vetted, Mr. Chapdelaine will plan to return to the Board for approval.

Mr. Dunn moved approval.

SO VOTED (5-0)

23. Discussion & Vote: Alton Street Loading Zone Revised Proposal

Adam W. Chapdelaine, Town Manager

At the October 30th Selectmen's Meeting Mr. Chapdelaine proposed a loading zone at the end of Alton Street for Broadway businesses who receive deliveries from trucks too large to fit in the alley. After much discussion, the Board asked Mr. Chapdelaine to speak with businesses on Broadway to see when they get their deliveries and if a loading zone with a modified time of 8:00 a.m. to 3:00 p.m. on Monday to Friday instead of 8:00 a.m. to 5:00 p.m. on Monday to Saturday would work. Ali Carter, Economic Development Coordinator, spoke with the businesses and they agreed they could keep their deliveries with that proposed window. Mr. Michael Ruderman, 9 Alton Street asked if bollards could be placed on the opposite side of Alton Street to deter trucks from parking there if the loading zone is full. Town Manager Chapdelaine stated that was a possibility and suggested using U-shaped bike racks instead to serve a double purpose. Mr. Chapdelaine also stated that Police Chief Ryan agreed to monitoring the location and will issue violations to those trucks not using the loading zone properly.

Mrs. Mahon moved approval with the new hours from 8:00 a.m. to 3:00 p.m. from Monday to Friday and also the relocation of the handicapped spot to the corner of Broadway and Alton Street.

SO VOTED (5-0)

Ms. Cammarata, owner of the Dance Studio stated she was happy with the compromise and thanked the Town Manager, Ali Carter and the Board for all their time and hard work to bring this matter to a conclusion.

The Board also thanked Ms. Carter for all her effort and work in making this happen.

24. Report: Town Night 2018

Kevin F. Greeley, Selectman

Selectman Greeley reported to the Board that the Town Day Committee voted unanimously to cancel Town Night in September 2018. He also stated that if there is an individual or organization that would like to take over he would be delighted to hear from them.

**CORRESPONDENCE RECEIVED**

Concerns re Bike Path at Water Street

David Whitford, 23 Water Street

Mr. Curro moved to have Mr. Whitford's letter referred to TAC.

SO VOTED (5-0)

Town Hall Front Entrance

Bob Radochia, 45 Columbia Road

Mr. Curro moved to have Mr. Radochia's letter referred to the Town Manager for review and report back to the Board.

SO VOTED (5-0)

## **NEW BUSINESS**

Mr. Chapdelaine stated that the Eversource Basic Service Rate for January 1, 2018 to June 30, 2018 will be \$.013157. This increase in price exceeds even the top tier of renewable energy options within Arlington Community Choice Aggregation.

Selectman Byrne announced to the Board that he would be stepping down from the Board after six years on December 4, 2017.

## **EXECUTIVE SESSION**

Douglas W. Heim, Town Counsel

For the purpose of compliance with the Open Meeting Law for review of Executive Session Minutes of October 16, 2017.

Mrs. Mahon moved to convene in Executive Session.

Mrs. Krepelka took the roll call on the motion:

Mr. Dunn:       yes  
Mr. Byrne:       yes  
Mr. Curro:       yes  
Mrs. Mahon:     yes  
Mr. Greeley:     yes

After discussion, it was determined that the approved minutes were not yet available to be released.

Mr. Dunn moved approval of minutes as amended. SO VOTED (5-0)

Mrs. Krepelka took the roll call on the motion:

Mr. Dunn:       yes  
Mr. Byrne:       yes  
Mr. Curro:       yes  
Mrs. Mahon:     yes  
Mr. Greeley:     yes

Mrs. Mahon moved to adjourn Executive Session at 10:40 p.m.. SO VOTED (5-0)

Next Scheduled Meeting of BoS December 4, 2017

11-20-17

Agenda Item	Documents Used
1	Norway Maple Tree Removal @ 264 Renfrew Street, Elisa and Bob MacDaniel

2	Norway Maple Tree Removal @ 37 Beverly Road, Rich and Kate Sands
3	Presentation: Arlington Center Safe Travel Project - Adjustments & Improvements Michael Rademacher, Director of Public Works
4	Approval of the sale of \$30,955,000 General Obligation Municipal Purpose Loan of 2017 Bonds of the Town, dated and closing December 7, 2017 to Bank of America Merrill Lynch at the price of \$34,529,754.29 and accrued interest. The sale of a \$1,400,000 1.27 percent General Obligation Bond Anticipation Note of the Town, dated and closing December 7, 2017, and payable November 30, 2018 (the “Note”) to Century Bank and Trust Company at par. All related documents required to execute the sale.
5	Minutes of Meetings, October 30, 2017
6	Reappointment: Arlington Cultural Council-Rebecca Holmes-Farley (term to expire 10/31/2020)
7	Vote: Special Municipal Employee/Department of Public Works Michael Rademacher, Director, Department of Public Works
8	Requests: a) First Lights, Whittemore Park @ Jefferson Cutter House, Thursday, November 30, and b) Free Parking Saturdays in the Russell and Water Street Municipal Lots for Holiday Shopping for until December 24th
9	Request: Special (One Day) Beer & Wine License, 12/5/17 @ Robbins Memorial Town Hall for ‘Celebration of Organization’ – DeAnne Dupont, President, Food Link
10	Request Special (One Day) Beer and Wine License, 12/9/17 @ Robbins Library Reading Room for A Private Event – Nataliya Bregel
11	Appointment: Arlington Committee on Tourism and Economic Development Bob Tosi Jr. (term to expire 11/30/2020)
12	Appointment: Community Preservation Committee, Ann Woodward (term to expire 6/30/2018)
13	Appointment: Conservation Commission: Pamela Heidell (term to expire 6/30/2020)
14	Appointment: Tree Committee Steven Moore (term to expire 11/30/2020)
15	Request: Wine & Malt License Change of Manager. Sugo Cucina Italiana/RJM Inc., 162 Massachusetts Avenue, Rudolph Maniscalco
16	Request: Sons of Italy Late Night Event, 11/25/17-11/26/17 Sons of Italy, 19 Prentiss Road, Thomas Caccavaro
17	Request: Menotomy Grill & Tavern Late Night Event, 12/31/17 – 1/1/18 Menotomy Grill & Tavern, 25 Massachusetts Avenue, William Lyons
18	Arlington Public Art Update , Cecily Miller, tabled until 12/04/17 Meeting
19	For Approval: Opening of Warrant for Annual Town Meeting 2018
20	Vote: Special Town Meeting, February 12, 2018, Adam W. Chapdelaine, Town Manager
21	For Approval: Opening of Warrant for Special Town Meeting
22	Discussion: Comptroller Recruitment Process, Adam W. Chapdelaine, Town Manager
23	Discussion& Vote: Alton Street Loading Zone Revised Proposal, Adam W. Chapdelaine, Town Manager
24	Report: Town Night 2018, Kevin F. Greeley, Selectman

Corr Rec'vd	Concerns re: Bike Path at Water Street, David Whitford, 23 Water Street Town Hall Front Entrance - Bob Radochia, 45 Columbia Road
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TOWN OF ARLINGTON  
BOARD OF SELECTMEN  
Meeting Minutes  
Monday, December 4, 2017  
7:15 PM

Present: Mr. Curro, Chair, Mr. Byrne, Vice Chair, Mr. Greeley, Mrs. Mahon, and Mr. Dunn  
Also Present: Mr. Chapdelaine, Mr. Heim and Mrs. Krepelka

Mr. Curro announced that tonight would be Mr. Byrne's last meeting as a member of the Board of Selectmen. The Board will honor Mr. Byrne with a "Toast and Roast" at a later time. Mr. Byrne stated it has been an honor to serve on the Board. The Town is very lucky to have the best municipal employees in the Commonwealth and he will miss sitting here on Monday nights.

Mr. Greeley praised Mr. Byrne noting his exceptional service from the youngest person ever elected to the Board.

**CONSENT AGENDA**

1. Vote: Chapter 268A, Section 20(b)(3) Contract Certification  
Michael Rademacher, Director, Department of Public Works  
(tabled from 11/20/17 meeting)
2. Request: Special (One Day) Beer & Wine License, 12/30/17 @ Robbins Memorial Town Hall for a Private Event  
Heather Hawkes
3. Request: Special (One Day) Beer & Wine License, 12/31/17 @ Robbins Memorial Town Hall for a Private Event  
Judy Femia
4. Vote: Loading Zone Time Change/Alton Street  
Officer Corey Rateau, Traffic & Parking Unit  
Mrs. Mahon moved approval. SO VOTED (5-0)

**PUBLIC HEARINGS**

5. 7:30 p.m.

a. Vote: MWRA Debt Shift

Mr. Gordon Jamieson, 163 Scituate Street, a member of Vision 2020 Task Force thanked the Board of Assessors for all their work. He asked if the Board would consider additional abatements for residents, put the water debt shift back on the tax bills, consider residential exemption and look at the residential/CIP Factor.

Mr. Chapdelaine stated the budget figures for FY2018 have already been incurred.

b. Discussion and Vote: Property Tax Classification - Tax Rate  
Paul Tierney, Director of Assessments  
Kevin Feeley, Chair, Board of Assessors

Kevin Feeley, Chairman, Board of Assessors, presented the Board of Selectmen with a copy of the Property Classification for Fiscal Year 2018. Mr. Tierney, Director of Assessments, asked the Board to consider maintaining a singular tax rate for all classes. The new rate will be \$12.13 for every \$1000 of property value for Fiscal Year 2018. The Board unanimously voted a residential factor of 1, citing the hardship if they went to a two-tier tax rate on the small amount of commercial/industrial properties.

Mr. Greeley moved approval.

SO VOTED (5-0)

**LICENSES & PERMITS**

6. Request: Tango Restaurant Late Night Event, 12/31/17-1/1/18  
Tango Restaurant, 464-466 Massachusetts Avenue, Ricardo Mermet

Mr. Greeley moved approval subject to all conditions as set forth,.

SO VOTED (5-0)

7. Request: Duet Restaurant Late Night Event, 12/31/17-1/1/18  
Duet, 190 Massachusetts Avenue, Wayne Duprey

Mr. Dunn moved approval subject to all conditions as set forth.

SO VOTED (5-0)

8. Discussion: Policy Regarding Transfer of Alcohol Licenses  
Douglas W. Heim, Town Counsel

Mr. Greeley moved receipt of report.

SO VOTED (5-0)

**CITIZENS OPEN FORUM**

Christopher Loreti, 56 Adams Street appeared before the Board regarding the issuing of a permit at 75 Decatur Street.

**TRAFFIC RULES & ORDERS / OTHER BUSINESS**

9. Outdoor Beautification  
a. Update on Civic Development Committee of Arlington Garden Club  
Jane Foley

Mrs. Mahon moved receipt of report.

SO VOTED (5-0)

- b. Update on Friends of Robbins Library  
Sally Naish

Mr. Byrne moved receipt of report.

SO VOTED (5-0)

- c. Vote: Creation of Outdoor Beautification Committee  
Joseph A. Curro, Jr., Chair

Mr. Dunn suggested the Committee be specific on their work scope to avoid overlapping with other volunteer groups.

Mrs. Krepelka will arrange for a meeting with the Committee after the New Year.

Mr. Byrne moved approval.

SO VOTED (5-0)

10. Arts Update

a. Annual Report of Arlington Commission on Arts and Culture

Adria Arch

Stephanie Marlin-Curiel

b. Arlington Public Art Update (tabled from 11/20/17 meeting)

Adria Arch

Cecily Miller, Public Art Consultant

The Board thanked Cecily Miller, Public Art Consultant for a wonderful presentation and thanked the entire Commission for all their hard work.

Mr. Greeley moved receipt of report.

SO VOTED (5-0)

11. Discussion: Future BoS Meetings

Board of Selectmen Meeting Schedule - 2018:

January 8, 2018

January 22, 2018

March 5, 2018

March 19, 2018

February 5, 2018

February 12, 2018 - STM

February 26, 2018

12. Discussion: Process to Fill Vacancy on the Board of Selectmen

Douglas W. Heim, Town Counsel

Mr. Curro proposed looking for candidates who had already served as Selectmen and still live in Town. He felt this way the new member would be knowledgeable about upcoming Warrant Articles and Special Town Meetings. Mr. Curro also proposed that they ask the appointee not to run again in April so that way it wouldn't appear they were priming a candidate for the position. Selectman Dunn agreed the least controversial way to fill the seat would be to limit it to someone who has served in the position. Mr. Dunn also felt the seat should remain vacant until the April Election.

After much discussion, the Board agreed to post the position which would be open to all Arlington residents with a preference placed on former Selectmen who do not plan on running in the Spring.

Mr. Dunn made motion to have interested applicants submit a written notice of intent to the Board of Selectmen. Said resume and letter should be emailed to Marie Krepelka, Board Administrator on or before Monday, December 11 at 4:00 p.m. The candidates will be interviewed at the December 18th meeting at which time a candidate would be chosen.



## **CORRESPONDENCE RECEIVED**

Property Damage @ 235 Gray Street  
John and Frances Kotelly, 235 Gray Street

Mrs. Mahon made motion to refer letter to Town Manager.

SO VOTED (4-0)

Arlington Libraries Foundation's Annual Appeal  
Karin Varnik Barrett, Chair, Arlington Libraries Foundation

Request to Extend No Parking Section and Add Speed Limit Sign on Winter Street  
Bob Radochia, 45 Columbia Road

Mrs. Mahon made motion to refer letter to Town Manager.

SO VOTED (4-0)

## **NEW BUSINESS**

Mrs. Mahon announced that the Pop Warner Cheerleaders will be going to Disney World on December 7th to compete in the Nationals.

Mrs. Mahon asked Town Manager Chapdelaine if the Gibbs School project would be ready for the school year, September 2018. Mr. Chapdelaine stated they had some surprises hidden behind the walls and windows that were embedded in the walls, but they are being corrected. Mr. Chapdelaine feels the construction team has done a great job.

Mrs. Mahon moved to adjourn at 10:05 p.m.

SO VOTED (4-0)

A true record attest:

Marie A. Krepelka  
Board Administrator

12-4-17

Agenda Item	Documents Used
1	Vote: Chapter 268A, Section 20(b)(3) Contract Certification Michael Rademacher, Director, Department of Public Works (tabled from 11/20/17 meeting)
2	Hawkes special beer and wine application on 12/30/17 @ Robbins Memorial Town Hall
3	Fernia special beer and wine application on 12/31/17 @ Robbins Memorial Town Hall
4	Vote: Loading zone time change on Alton Street request
5	Tax Classification Report 2018 - Kevin Feeley, Chair, Board of Assessors, Paul Tierney, Director of

	Assessments - Vote: MWRA Debt Shift
6	Tango Restaurant request for extended hours on 12/31/17
7	Duet Restaurant request for extended hours on 12/31/17
8	Alcohol policy regarding transfer of license - Douglas Heim, Town Counsel
9	Outdoor Beautification: a. Update of Civic Development Committee of Arlington Garden Club, Jane Foley b. Update on Friends of Robbins Library - Sally Naish c. Vote: Creation Outdoor Beautification Committee -Joseph A. Curro, Jr., Chair
10	Arlington Commission on Arts & Culture Annual Report Arlington Public Art Presentation Reference - Cecily Miller
11	Future board meetings / calendar January - March 2018
12	Discussion: Process to Fill Vanacy on the Board of Selectmen Douglas W. Heim, Town Counsel
Corr Rec'vd	Property damage at 235 Gray Street Arlington Libraries Foundation's Annual Appeal Request to Extend No Parking Section and Add Speed Limit Sign on Winter Street



## Town of Arlington, Massachusetts

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### **Vote: Chapter 268A, Section 20(b)(3) Contract Certification**

#### **Summary:**

Michael Rademacher, Director, Department of Public Works

#### **ATTACHMENTS:**

Type	File Name	Description
▣ Reference Material	D._Gera_Snow_Ice.pdf	Gera Reference

DEPARTMENT OF PUBLIC WORKS

51 Grove Street  
Arlington, MA 02476



730 Massachusetts Avenue  
Telephone (781) 316-3108  
Fax (781) 316-3109

*Town of Arlington*  
MASSACHUSETTS 02476

*November 20, 2017*

*Town Clerk*

*Town of Arlington*  
730 Massachusetts Avenue  
Arlington, MA 02476

*RE: Chapter 268A, Section 20(b) (3) Certification*

*To Whom It May Concern:*

*On behalf of the Town of Arlington, Department of Public Works, I have offered part-time work as a Snow & Ice Contractor to David Gera who is currently employed full-time as a **Firefighter** with the Town of Arlington, **Fire Department**. The duties of a Snow & Ice Contractor are outside David's regular duties with the Arlington Fire Department and will be done outside of his/her regular working hours. The Department of Public Works will compensate him for not more than **500 hours per year**. I hereby certify that the contract for a Snow & Ice Contractor has been publicly noticed or – if applicable – competitively bid, and that the Department of Public Works does not have sufficient staff available to perform the duties of a Snow & Ice Contractor.*

*By their signatures below, members of the board of Selectmen approve the exemption of David Gera from G.L. c. 268A, & 20(a), for the purposes of the contract described herein.*

*Signed,*

  
\_\_\_\_\_  
*Michael Rademacher, Director of DPW*

*Approved,  
Arlington Board of Selectmen:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*DATE:* \_\_\_\_\_



## **Town of Arlington, Massachusetts**

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**For Approval: KENO to Go Monitor**

**Summary:**

7 Star Grocery, 6 Medford Street

**ATTACHMENTS:**

Type	File Name	Description
▢ Reference Material	7_Star_Grocery_Keno_Monitor.pdf	Request from Mass. State Lottery Commission



DEBORAH B. GOLDBERG  
*Treasurer and Receiver General*  
2017 DEC 11 PM 10:49MICHAEL R. SWEENEY  
*Executive Director*

December 7, 2017

Arlington Board of Selectmen  
730 Mass Avenue  
Arlington, MA 02476

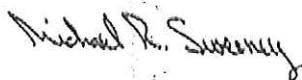
Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agent/s in your city/town, to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following location/s in your community:

7 Star Grocery  
6 Medford St.  
Arlington

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. Please address your written objection to Carol-Ann Fraser, General Counsel, Legal Department, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184. Should you have any questions regarding this program or any other issues relative to the Lottery, please call me at 781-849-5555. I look forward to working with you as the Lottery continues its efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

Michael R. Sweeney  
Executive Director

7001 2510 0004 3227 3519





## **Town of Arlington, Massachusetts**

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**Request: Special (One Day) Beer & Wine License, 1/13/2018 @ Robbins Memorial Town Hall for a Private Event**

**Summary:**

Angela Martano

**ATTACHMENTS:**

Type	File Name	Description
▢ Reference Material	Special_One_Day_License_Martano.pdf	Special Beer and Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

**SPECIAL ALCOHOL LICENSE APPLICATION**

Name of Applicant: Angela Martano

Address, phone & e-mail contact information:

661 Washington St., Brighton, Ma. 860-919-3187 smartano1229@gmail.com

Name & address of Organization for which license is sought:

N/A

Does this Organization hold nonprofit status under the IRS Code? ☐ Yes ☒ No

Name of Responsible Manager of Organization (if different from above):

Address, phone & e-mail contact information:

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ NO ☐ If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

one time event

24-Hour contact number for Responsible Manager on Event date:

Title of Event:

wedding

Date/time of Event:

Saturday, January 13, 2018, 4:30 - 10:00 pm

Location of Event: Arlington Town Hall

Location/Event Coordinator: Patsy Kraemer/Vicki Rose/Sheelah Ward

Method(s) of invitation/publicity for Event:

Invitation

Number of people expected to attend: 75

Expected admission/ticket prices: NA

Expected prices for food and beverages (alcoholic and non-alcoholic):

NA

Will persons under age 21 be on premises? yes

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

**OFFICE USE ONLY**

*For Police Chief, Operations Commander, or designee:*

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
*Printed name/title*

POLICE COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

full dinner menu waters/sodas

Who will be responsible for serving alcoholic beverages at the Event?

Stoked Pizza Co. bartenders

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

attached

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: [www.mass.gov/abcc](http://www.mass.gov/abcc).)

Kappys On Call, Everett, Ma

Date of Delivery: Sat. 1/13/2018

Alcohol Serving Time (s) 5:30 - 9:30 pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Kappy's will take back what is not used.

Date of Pick-Up:

Tues. 1/16/2018

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

**Please submit this completed form and filing fee to the Board of Selectmen  
at least 21 days before your Event. Failure to provide complete**



**information may delay the processing of your application.**

**I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:**

Signature: \_\_\_\_\_

Printed name: Angela Martano

Printed title & Organization name: \_\_\_\_\_

Email: smartano1229@gmail.com

revised: 5/18/2015 reformatted: 05/05/2017



**ROBBINS MEMORIAL TOWN HALL AUDITORIUM**  
730 Massachusetts Avenue, Arlington, Ma. 02476

12 December 2017

**SECURITY PLAN FOR MARTANO/STOKES WEDDING**

A wedding for Angela Martano and Terrell Stokes will be held on Saturday, January 13, 2018, in the auditorium at Arlington Town Hall. The event is scheduled for 5:30 pm to 9:30 pm.

A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

We anticipate approximately 75 people to attend.

Patsy Kraemer will be the event coordinator for the event. The caterer Stoked Pizza Company Catering will provide bartender service. Greg Stathopoulos will be the custodian for the event. The Martano and Stokes families will be responsible to ensure that the event runs smoothly.

A police detail will be hired for the event (if required) and a fire services detail will be hired for the event. These officers will be available to help with any emergency situations that may arise.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.



**TIPS**

On Premise

SSN:

XXX-XX-XXXX

Issued:

11/24/2015

Expires:

10/13/2018

ID#:

4135121

D.O.B.:

XXXXXX

MICHAEL S FITZGERALD

91 Winthrop St

Cambridge, MA 02138-4929

For service visit us online at [www.gettips.com](http://www.gettips.com)

Rebekah Powers, 50806



**TIPS** eTIPS On Premise 3.0  
10/24/2016

XXX-XX-XXXX

SSN:

10/24/2016

Issued: 4383892

Expires:

XX/XX/XXXX

ID#:

D.O.B.:

Dylan Stewart  
1572 Commonwealth Ave Apt 5  
Brighton, MA 02135-5006

For service visit us online at [www.gettips.com](http://www.gettips.com)





STOKED1

OP ID: MA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cohen-Miles Insurance Agcy Inc 375 Concord Ave, Ste 005 Belmont, MA 02478-3045 Matt Cohen		<b>Phone:</b> 617-489-1213 <b>Fax:</b> 617-489-0151	<b>CONTACT NAME:</b> Toirm Miller <b>PHONE (A/C, No, Ext):</b> 617-945-4071 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Stoked Pizza Brookline Scott Riebling 1632 Beacon Street Brookline, MA 02446		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Norfolk &amp; Dedham Group</b>		<b>23965</b>
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		R1405045A	03/01/17	03/01/18	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			91460483A	01/30/17	01/30/18	GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COM/OP AGG \$ 4,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<b>UMBRELLA LIAB</b>	X		U1403128A	03/01/17	03/01/18	BODILY INJURY (Per person) \$
	<b>EXCESS LIAB</b>						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> CLAIMS-MADE						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WE143275A	03/01/17	03/01/18	EACH OCCURRENCE \$ 2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						AGGREGATE \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	<b>Liquor Liability</b>			R1405045A	03/01/17	03/01/18	Liquor L 1M/2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Arlington Town Hall is an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

Arlington Town Hall  
Arlington, MA 02474

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Matt Cohen

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## Town of Arlington, Massachusetts

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### Request: All Alcohol Package Store License

#### Summary:

Alexander Liquors (Sant Krupa LLC), 94 Summer Street

Hemal Patel and Nipa Patel, Co-owners

a) Vote: 2018 Renewal of License

b) Vote: Status of License Suspension for 10 Days and other conditions

c) Vote: Pledge of License

d) Vote: Application for Transfer

#### ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	12.15.17_Memo_to_BOS_re_Arlington_Alcohol_License_Status_and_Transfer.pdf	Memo RE; Arlington Liquors D. Heim
▢ Reference Material	Ref_Mat_12.18.17_Alex._Liquors.pdf	application & inspection reports



**Town of Arlington  
Legal Department**

Douglas W. Heim  
Town Counsel

50 Pleasant Street  
Arlington, MA 02476  
Phone: 781.316.3150  
Fax: 781.316.3159  
E-mail: [dheim@town.arlington.ma.us](mailto:dheim@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)

To: Board of Selectmen

Cc: Adam Chapdelaine, Town Manager

From: Douglas Heim, Town Counsel

Date: December 15, 2017

**Re: Status of Arlington Liquors Suspension/Sale and License Transfer.**

---

Members of the Board of Selectmen, I write to provide updates, information and analysis regarding the status of "Arlington Liquors" located at 94 Summer Street in Arlington, and the present application for the transfer of its license to new owners.

**History & Status of September 2017 Suspension Order**

As you will recall, Arlington Liquors failed an Arlington Police Department-administered alcohol compliance check on or about February 28, 2017. At Hearing on June 19, 2017, the Board, as the Local Licensing Authority ("LLA") found Arlington Liquors in violation of the terms of its package store license, ABCC regulations, and State law, and initially ordered

revocation of the license. Following a request for reconsideration, agreements to undertake improved practices, and several further hearings, the Board reduced its sanction to a ten (10) consecutive day suspension for the license by Decision and Order of September 25, 2017. Arlington Liquors has appealed the Decision and Order to the ABCC, which is presently pending.<sup>1</sup> In the meantime however, Arlington Liquors' owner and the package store licenseholder, Mr. Alexander Khushnirsky has reached an agreement in principle to sell his interest in Arlington Liquors in the entirety, which is predicated on the Board's approval of several items before you.

### **Renewal, Transfer, and "Pledge of License"**

First and foremost, Arlington Liquors' license (as well as all of the other alcohol licenses) is presently up for renewal. To be succinct, permit me to confirm that Arlington Liquors' present violation history, including the matter presently under appeal do not form an independent basis for non-renewal of the license. As such, if the status quo were maintained, Mr. Khushnirsky would continue to own (though not directly manage) Arlington Liquors.<sup>2</sup>

Assuming renewal of Arlington Liquors' package store license, the Board has before it an application to transfer such license to new owners of the package store with a "pledge" of license provision. The proposed transferees have arranged for the complete purchase of the business, and assumption of its lease of the premises as permitted by G.L. c. 138 § 23. If the Board is satisfied that the new owners meet the Board's standards as the LLA and approve a transfer, the

---

<sup>1</sup> The Board will also recall that Arlington Liquors' was issued a five (5) day suspension held in abeyance for a prior violation of State and local regulations and license conditions. The five day suspension could not be appealed following the Board's findings about the and has already been served.

<sup>2</sup> Mr. Khusnirsky was replaced as the manager of record on the license earlier this year.

ABCC would then review the proposed new license-holders according to its process before a transfer would be complete.

It bears further comment that the transfer application contains what is commonly referred to as a “pledge of license” provision, which to my understanding is essential to the sale of the business from Mr. Khushnirsky to the proposed new owners. G.L. c. 138 sec. 23 provides in pertinent part:

*Any license granted under the provisions of this chapter may be pledged by the licensee for a loan, provided approval of such loan and pledge is given by the local licensing authority and the commission. Such pledge shall not be construed so as to affect the right of such local licensing authority or the commission to suspend, revoke, or otherwise regulate such license, as provided in this chapter.*

In short, as presented in this transfer application, the “pledge” approval sought by the applicant is a form of collateral on a loan for the sale of Arlington Liquors. The pledge does not maintain Mr. Khushnirsky’s ownership stake in Arlington Liquors. Rather, if the proposed new owners fail to meet the terms of purchase (payment), Mr. Khusnirsky would be permitted to come back before this Board to seek permission to either transfer the license to a new buyer (again subject to this body and the ABCC’s approval), or seek your approval to resume operation of Arlington Liquors. The pledge provision must be approved by this Board and by the ABCC. I expect that counsel for the proposed new owners have further information on the pledge and their financing strategy, which may address concerns members of this Board may have.

#### **Pending Suspension Impact on the Transfer of the License**

The ongoing appeal of this Board’s suspension of Arlington Liquors’ 10-day license suspension does not preclude the transfer of the license and I do not expect the appeal to be resolved soon. To my knowledge, the proposed new owners have been made aware of the suspension and Mr. Khushnirsky’s appeal. It should however be noted that in my opinion, the

sanction attaches to the license regardless of the holder of such license. Therefore, absent some action by this Board or reversal of the Decision and Order by the ABCC, such suspension would still have to be served regardless of the owner of the business or holder of the license. It is possible that if the Board were to approve the transfer of the license before it, the suspension could be served before the proposed new owners took over ownership and operation of the premises.

I look forward to answering any further questions the Board may have on this matter at hearing on December 18, 2017.



## LICENSE APPLICATION REPORT

Type of License: All Alcohol Package Store License

Name of Applicant: Hemal Patel and Nipa Patel/Sant Krupa LLC  
d/b/a Alexander Liquors

Address: 94 Summer Street

The following Departments have **no objections** to the issuance of said license:

- Police   x
- Fire
- Health
- Building
- Planning

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police
- Fire   x
- Health   x
- Building   x
- Planning   x

The following Departments have **objections** to the issuance of said license:  
(see attached)

- Police
- Fire
- Health
- Building
- Planning

ARLINGTON POLICE DEPARTMENT

**Frederick Ryan**  
Chief of Police



POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900

*Town of Arlington*  
MASSACHUSETTS 02474

December 4, 2017

On Monday, December 4, 2017 at 12:40 PM, I called and spoke with Hemal Patel regarding this application for a Change of Ownership for the ALEXander Liquors, located at 94B Summer St. Mr. Patel stated that he and his sister Nipa Patel will be co-owners of store. Mr. Patel stated that he will be closely monitoring the store with the day to day operations.

I advised Mr. Patel that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Change of Ownership for the Alexander Liquors.

Respectfully Submitted,

Detective Edward DeFrancisco

N. G. Patel  
signature

12/14/2017  
date

*"Proactive and Proud"*

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, December 13, 2017  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 94 Summer Street  
Applicant's Name: Hemal Patel and Nipa Patel - Sant Krupa LLC  
D/B/A: Alexander Liquors  
Telephone: 508 238-2309  
Department: Sent Interooffice Mail & E-mail Date: 11.30.17

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**MEETING DATE: DECEMBER 18, 2017**

Departments:

**Re: ALL ALCOHOL PACKAGE STORE**

Police  
Fire  
Board of Health  
Building, Wiring and Plumbing  
Planning

Comments by each Division or Department:

My guys just inspected this store. The Fire Alarm panel needs to be inspected and it is inaccessible at this time due to something blocking the door. The guy said he would do it but it hasn't been done yet and should be done before sale is complete.

Other than that we are all set with everything else.

---

**APPLICANT SIGNATURE SECTION:**

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: N. J. Patel

Date: 12/14/2017

**BOARD OF SELECTMEN**  
**Town of Arlington – Inspection Report**

Report is due at the Office of the Board of Selectmen by, December 13, 2017  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 94 Summer Street  
Applicant's name: Hemal Patel and Nipa Patel – Sant Krupa LLC  
D/B/A: Alexander Liquors  
Telephone: 508 238-2309

Department: Sent Interoffice Mail & E-mail

Date: 11.30.17

MEETING DATE: DECEMBER 18, 2017

Re: All Alcohol Package Store  
Fire  
Police  
Board of Health  
Building  
Planning

Comments by each Division or Department:

**The Building Department has no objections to issuing this license as long as all of the following conditions are complied with:**

All building changes need building permits.

All sign changes need approval and sign permit.

The Director of Inspectional Services has no objection to the issuance of this license pending compliance with Zoning and Building Code Regulations.

  
\_\_\_\_\_  
APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: Nipa Patel

Date: 12/14/2017

**BOARD OF SELECTMEN  
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, **December 13, 2017**  
**ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.**

Location: 94 Summer Street  
Applicant's Name: Hemal Patel and Nipa Patel – Sant Krupa LLC  
D/B/A: Alexander Liquors  
Telephone: 508-238-2309  
Department: Sent Interoffice Mail & E-mail Date: 11.30.17

---

**MEETING DATE: December 18, 2017**

Departments:

**RE: ALL ALCOHOL PACKAGE STORE**

Police  
Fire  
Board of Health  
Building  
Planning---Ali Carter, Economic Development Coordinator

**Comments by each Division or Department:**

The application is for a transfer of an all alcohol package store license to the new owners Alexander Liquors. While these new owners only have a short track record of operating a package store in another location, they have no history of violations. The business is located in a B2 neighborhood business zoning district, and the continuation of this location as a package store is an appropriate use.

The Department has no objection to the transfer of an all alcohol package store license to the new owners of this business.

Any changes in signage, including signs in the window, and changes to the façade of the building may be subject to review by this Department. The Applicant is reminded that all signs, including re-lettering of the existing signs require a permit issued by the Building Department. Other provisions of the Zoning Bylaw may apply as determined by the Building Inspector.

---

**APPLICANT SIGNATURE SECTION:**

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: N. y Patel  
Date: 12/14/2017





Town of Arlington  
Department of Health and Human Services  
Office of the Board of Health  
27 Maple Street  
Arlington, MA 02476

Tel: (781) 316-3170  
Fax: (781) 316-3175

MEMO

To: Board of Selectmen  
From: Kylee Sullivan, Health Compliance Officer  
Date: December 13, 2017  
RE: Alexander Liquors

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Please accept the following as comments from the Office of the Board of Health:

**Alexander Liquors (94 Summer Street)**

- *This establishment has contacted the Health Department in order to obtain a Permit to Operate a Food Establishment and a Permit to Sell Tobacco Products and Nicotine Delivery Products. A Food Permit will not be issued until plans are approved and a final pre-operational inspection has been conducted to ensure the establishment is in compliance with the Food Code. A Tobacco Permit will not be issued until all application materials are approved and an employee has undergone mandatory tobacco retailer training.*

N. J. Letts  
signature

12/14/2017  
date



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

**1. NAME OF PROPOSED LICENSEE** (Business Contact)

Sant Krupa LLC

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

**2. RETAIL APPLICATION INFORMATION**

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer  
or the transfer of an existing license?

If transferring, please indicate the  
current ABCC license number you  
are seeking to obtain:

00048-PK-0030

If applying for a new license, are you applying for this license  
pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

If transferring, by what method  
is the license being transferred?

Purchase

**3. LICENSE INFORMATION / QUOTA CHECK**

On/Off-Premises

City/Town

Arlington

Off-Premises

TYPE

\$15 Package Store

CATEGORY

All Alcoholic Beverages

CLASS

Annual

**4. APPLICATION CONTACT**

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Matthew

Middle: S.

Last Name: Porter

Title: Attorney

Primary Phone: 508-238-2510

Email: mporter@clozers.com

**5. OWNERSHIP** Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Hemal Patel	LLC Member/Manager	50%	N/A
Nipa Patel	LLC Member	50%	N/A

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

### 6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

#### Premises Address

Street Number:  Street Name:  Unit:

City/Town:  State:  Zip Code:

Country:

#### Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1st Floor	3,600	7
Cellar	2,880	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

#### Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Landlord Name

Lease Beginning Term

Landlord Phone

Lease Ending Term

Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

\* Please see last page of application for required documents based on Legal Structure \*

Entity Name:	Sant Krupa LLC	FEIN:	[REDACTED]
DBA:	Arlington Liquors	Fax Number:	508-238-2309
Primary Phone:	207-299-3590	Email:	hemalgpattel@gmail.com
Alternative Phone:	N/A	Legal Structure of Entity	LLC

#### Business Address (Corporate Headquarters)

☒ Check here if your Business Address is the same as your Premises Address

Street Number:	[REDACTED]	Street Name:	[REDACTED]
City/Town:	[REDACTED]	State:	[REDACTED]
Zip Code:	[REDACTED]	Country:	[REDACTED]

#### Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number:	[REDACTED]	Street Name:	[REDACTED]
City/Town:	[REDACTED]	State:	[REDACTED]
Zip Code:	[REDACTED]	Country:	[REDACTED]

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

#### Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

#### Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

# APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

## 7. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Place of Employment

Alternative Phone:  Fax Number

### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No  
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Stockholder	<input checked="" type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Director
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

Please indicate how many hours per week you intend to be on the licensed premises

### Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
11/06-02/17	Software Developer	Staples, Inc.	500 Staples Dr., Framingham MA	508-253-5000
02/17	Owner	Mahant Bapa LLC	78 Broadway, Somerville, MA	617-623-3344

### Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

#### Associated Costs

A. Purchase Price for Building/Land	N/A
B. Purchase Price for any Business Assets	975,000.00
C. Costs of Renovations/Construction	N/A
D. Purchase Price of Inventory	\$100,000.00
E. Initial Start-Up Costs	N/A
F. Other (Please specify)	N/A
G. Total Cost (Add lines A-F)	\$1,075,000.00

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

#### Source of Cash Investment

Name of Contributor	Amount of Contribution
Hemal Patel	\$60,000.00
Nipa Patel	\$141,000.00
Viralkumar Patel	\$49,000.00
Total:	\$250,000.00

#### Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Arlington Liquors Store	825,000	Yes	00048-PK-0030
Inc. (Seller financing)			
Total:			\$825,000.00

### 10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☒ Yes ☐ No

Please indicate what you are seeking to pledge (check all that apply)

☒ License ☐ Stock / Beneficial Interest ☒ Inventory

To whom is the pledge is being made: Arlington Liquors Store Inc.

Does the lender have a beneficial interest in this license?

☐ Yes ☒ No

Does the lease require a pledge of this license?

☐ Yes ☒ No



### **ADDITIONAL SPACE**

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

#### **9. Financial Information:**

The inventory is estimated at \$100,000.00. The Seller will be financing this amount through a 12 month, interest free Note. This is in addition to the \$725,000.00 Note for which they will be taking a Pledge back.

**APPLICANT'S STATEMENT**

I, Hemal Patel the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member  
Authorized Signatory

of Sant Krupa LLC, hereby submit this application for Transfer & Pledge of Liquor License  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 11/16/17

Title: Manager/Member

## ALCOHOLIC BEVERAGES CONTROL COMMISSION

### **BENEFICIAL INTEREST CONTACT - Individual** (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Hemal	Middle Name	G	Last Name	Patel	Suffix	
Title:	Member of the Board of Entity			Social Security Number	[REDACTED]		Date of Birth	[REDACTED]	
Primary Phone:	207-299-3590			Email:	hemalgpatel@gmail.com				
Mobile Phone:	207-299-3590			Fax Number	N/A				
Alternative Phone:	N/A								

### **Business Address**

Street Number:	94	Street Name:	Summer Street		
City/Town:	Arlington		State:	MA	
Zip Code:	02474		Country:	USA	

### **Mailing Address**

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:			State:		
Zip Code:			Country:		

### **Types of Interest (select all that apply)**

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

### **Citizenship / Residency Information**

Are you a U.S. Citizen? ☒ Yes ☐ No      Are you a Massachusetts Resident? ☒ Yes ☐ No

### **Criminal History**

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No      If yes, please provide an affidavit explaining the charges.

# ALCOHOLIC BEVERAGES CONTROL COMMISSION

## BENEFICIAL INTEREST CONTACT - Individual (continued)

### Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

### Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
N/A	

### Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Mahant Bapa LLC	\$15 Off Premises	00080-PK-1130	78 Broadway, Somerville MA

### Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Sister	00080-PK-1130	ownership	50%

### Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

## ALCOHOLIC BEVERAGES CONTROL COMMISSION

### **BENEFICIAL INTEREST CONTACT - Individual** (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Ms.	First Name	Nipa	Middle Name	G	Last Name	Patel	Suffix	
Title:	Member of the Board of Entity		Social Security Number	[REDACTED]		Date of Birth	[REDACTED]		
Primary Phone:	732-763-2200			Email:	nipagpatel84@gmail.com				
Mobile Phone:	201-706-0008			Fax Number	N/A				
Alternative Phone:	N/A								

### **Business Address**

Street Number:	94	Street Name:	Summer Street
City/Town:	Arlington	State:	MA
Zip Code:	02474	Country:	USA

### **Mailing Address**

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

### **Types of Interest (select all that apply)**

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

### **Citizenship / Residency Information**

Are you a U.S. Citizen? ☐ Yes ☒ No

Are you a Massachusetts Resident? ☒ Yes ☐ No

### **Criminal History**

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

# ALCOHOLIC BEVERAGES CONTROL COMMISSION

## BENEFICIAL INTEREST CONTACT - Individual (continued)

### Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

### Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
N/A	

### Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Mahant Bapa LLC	\$15 Off Premises	00080-PK-1130	78 Broadway, Somerville MA

### Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Brother	00080-PK-1130	ownership	50%

### Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				





## Town of Arlington, Massachusetts

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### For Approval: License Renewals

#### Summary:

Contractor/Drainlayer  
Class I  
Class II  
Class II Non-Premise/Auctioneer  
Lodging Houses/Inn-Keepers  
Second Hand Dealer  
Public Entertainment  
Automatic Amusement  
Food Vendor  
Common Victualler  
Wine & Malt Beverages Only Restaurant  
All Alcohol Restaurant  
All Alcohol Club  
Theatre License  
All Alcohol Package Store  
Sidewalk Café (excluding Broadway Plaza)

#### ATTACHMENTS:

Type	File Name	Description
□ Reference Material	Ref_Mat_12.18.17_Renewals.pdf	Renewal Lists and Reports



Engineering Division

## TOWN OF ARLINGTON

Department of Public Works  
51 Grove Street  
Arlington, Massachusetts 02476  
Office (781) 316-3320 Fax (781) 316-3281

### MEMORANDUM

To: Fran Reidy, Board of Selectmen  
From: Engineering Division  
Re: 2018 Town of Arlington Approved Contractor/Drainlayer Renewals  
Date: December 13, 2017

Dear Ms. Reidy,

As requested, the Engineering Division has reviewed the 2018 Contractor/Drainlayer Renewal list that was provided (see attached).

Based on our review, I can confirm that all listed contractors are in good standing with the Engineering Division. At this time, we recommend approval of these pending Approved Contractor/Drainlayer renewals.

If you have any specific questions, please feel free to reach out to me at 781-316-3323 or by email at [jszafarowicz@town.arlington.ma.us](mailto:jszafarowicz@town.arlington.ma.us).

Regards,

Joseph Szafarowicz  
Civil Engineer, Arlington Engineering Division

## OFFICE OF THE BOARD OF SELECTMEN

JOSEPH A. CURRO, JR., CHAIR  
STEVEN M. BYRNE, VICE CHAIR  
KEVIN F. GREELEY  
DIANE M. MAHON  
DANIEL J. DUNN



730 MASSACHUSETTS AVENUE  
TELEPHONE  
781-316-3020  
781-316-3029 FAX

TOWN OF ARLINGTON  
MASSACHUSETTS 02476-4908

### **Contractor/Drainlayer Renewals 2018**

A. Cardillo & Sons, Inc.  
A & D Services Inc.  
Anthony P. Flowers & Son, LLC  
Arlex Oil Corp.  
Black Diamond Landscapes, Inc.  
Borges Sewer & Drain  
Bradley Co.  
BSI Engineering Inc.  
C.M. Conway Construction Inc.  
Callahan & Montalto Site Construction  
Capitol Services LLC  
Caruso Corporation  
Cavalieri Construction Company, Inc.  
Charles Doherty  
Commonwealth Construction & Utilities, Inc.  
Crescent Plumbing & Drain  
D. Muzzioli Associates, Inc.  
David Santo General Cont.  
Express Excavation, Inc.  
FE French Construction, Inc.  
Feeney Brothers Excavation  
Ferrante Construction LLC  
G.W. Gately Inc.  
Guido Vittigilio, Inc.  
Hydra Tech, Inc.  
InSite Contracting, Inc.  
J. Derenzo Co.  
J. White Contracting, Inc.  
JCP Construction  
JNJ Sacca, Inc.  
James M. McLaughlin, Inc.

Jason Anthony Corp.  
K.B. Aruda Construction, Inc.  
Kiely Excavating  
Koster & Sons Construction Inc.  
Lazaro Paving Corporation  
M. DelVecchio Construction, Inc.  
M. T. Mayo Corporation  
MDR Construction Inc.  
Marchi Paving Inc.  
Mathias Corporation  
McDougall Bros. Enterprises, LLC  
Metro Paving  
Middlesex Site Prep Co., Inc.  
Mirra Company Inc.  
Mitchell Associates Construction Corporation  
N. Sacca & Sons, Inc.  
NCCL Enterprises LLC  
Oliver Enterprises, Inc.  
P.V. Barone Corporation  
Pave Tech LLC  
Pecora Contracting Co., Inc.  
Premier Pavers & Hardscape Co.  
R.A. Deprimeo Paving  
R.A. Franchi Corporation  
Ralph Surianello Inc.  
Reading Asphalt Co., Inc.  
Scire Construction Corporation  
Sean Farrell Excavation, Inc.  
StrongBack Systems  
Thomas J. Caccavaro  
Tim Zanelli Excavating LLC  
Tufts Construction, Inc.  
US Pavement Services Inc.  
Uticon Inc.  
Vanaria Bros. Inc.  
Vanaria & Sons Site Development, Inc.  
Woolard Contracting, Inc.

## INSPECTIONS SUMMARY REPORT-2018 ANNUAL RENEWALS

Class I  
Class II  
Class II Non-Premise/Auctioneer  
Lodging Houses/Inn-Keepers  
Second Hand Dealer  
Public Entertainment  
Automatic Amusement  
Food Vendor  
Common Victualler  
Wine & Malt Beverages Only Restaurant  
All Alcohol Restaurant  
All Alcohol Club  
Theatre License  
All Alcohol Package Store  
Sidewalk Café (Broadway Plaza to be reviewed/renewed at a future date)

The following Departments have **no objections** to the issuance of said license renewals:  
(see attached comments)

- Police        X
- Fire          X
- Building     X
- BOH          X
- Planning     X

The following Departments have **objections** to the issuance of said license renewals:  
(see attached comments)

- Police      \_\_\_\_\_
- Fire        \_\_\_\_\_
- Building     X
- NOTE: For a Class II License Holder (see attached)
- BOH        \_\_\_\_\_
- Planning   \_\_\_\_\_

# CLASS I AUTO DEALER

NAME	OWNER	ADDRESS	TEL#
Commonwealth Cycles d/b/a Greater Boston Motorsports	Ralph Cerundolo	1098 Mass Ave.	648-1300
Mirak Chevrolet, Inc.	Edward Mirak	1125, 1165 Mass Ave.	643-8000
Mirak Truck Center	Robert A. Mirak	1151R Mass Ave.	641-6812

# CLASS II AUTO DEALER

NAME	OWNER	ADDRESS	TEL#	License #
Alewife Automotive Center	George Michael	10 Sunnyside Ave	643-3644	20 *
Arlington Auto Body & Brake, Inc.	Howard Lowre	14 Dudley Court	648-9580	3
Arlington Auto Brokers	Ali/Amon Moheemadi	1211 Mass. Ave.	617 851-0492	12
Arlington Auto Sales	John R. Finochetti	251 Summer Street	646-4365	11
Arlmont Auto Sales	Brian Gera/Harold Allan	22 Sunnyside Ave.	646-5995	25
Broadway	Eduard Gukasov	1 Broadway	617 319-9399	22
Dudley St. Auto Body & Sales	Charlene Whalen Hasan	34 Dudley Street	648-0805	6
Dudley Automotive Service, Inc.	Edward J. Farrell	9 Dudley Street	646-8473	7
Finochetti Auto Sales	John Finochetti	Dudley Street	646-4365	14
Mal's Service Center	Malcolm Keljikian	1540 Mass. Avenue	648-7702	17
McDermottroe Auto Sales	Thomas P. McDermottroe	36R Dudley St.	648-9751	4
Menotomy Auto Sales	James Doherty	1211 Mass. Ave.	781 640-2942	8
Palmer's Used Cars	John J. Palmer	712 Summer Street	643-3345	1
Park Avenue Citgo, Inc.	Paul D. Merjianian	19 Park Avenue	648-9875	13
Patrick Quinn	Patrick Quinn	223 Mass. Ave.	781 439-4031	8 (15)
Porter's Auto Sales	Thomas J. Porter, Jr.	125 Broadway	648-9833	9
Sonny & Sons	Michael & Scott Pochini	26 Garden Street	643-5756	10
<b>NON-PREMISE WHOLESALE: AUCTIONEER LICENSE</b>				
Gerald J. Firmiani	Same	72 Brantwood Rd.	646-0724	12
Carbank	Phillip Ibrahim	828 Mass. Avenue	617-538-2099	15
Cynthia Balyozian Auctioneers	Cynthia Balyozian	19 Scituate St.	648-3535	16
G&M Auto Brokers	Michael & Geraldine Caggiano	56 Browning Rd.	646-1901	17
Frederick W. Moreland, Jr.	Same	15 Brunswick Road	643-6806	19

\* LICENSE RENEWAL ON HOLD SUBJECT TO COMPLIANCE OF BUILDING CODE ISSUES



## LODGING HOUSES

Name:	Owner:	Address:	TEL#	License #
Caritas Communities, Inc.	Sean Fliinn, Property Manager	22 Fessenden Road	(781) 843-1242	3
Caritas Communities, Inc. mail to: 25 Braintree Hill Office Park Suite #206 Braintree MA 02184	Sean Fliinn, Property Manager	12 Russell Terrace	(781) 843-1242 X: 33	2
Salvation Army mail to: 402 Mass. Ave, Cambridge, MA 02139		8 Wellington St.	(781) 648-2636 X: 22	5
Calvert, Ellenhorn, & Prakash mail to: 406 Mass. Ave., Arlington, MA 02474	Deidre Calvert, Ross Ellenhorn, Madhavi Prakash	87 Pleasant St.	(617) 491-2070	4

## INN HOLDER

Homewood Suites, LTD.	Claremont Companies	1	Massachusetts Ave.	781-643-7258	1

## SECOND HAND DEALER

NAME	OWNER	ADDRESS	TEL#
Buzzy's Bazaar	Barabara Marley	25B Mass. Ave.	305 962-6268

## PUBLIC ENTERTAINMENT

ESTABLISHMENT	OWNER	ADDRESS	TEL#	Licence #
Acitron Cocina Mexicana	Gotu Hule	473 Massachusetts Ave	781-777-2839	11
Arlington Friends of Drama	James Grana, Pres.	22 Academy St.	781-646-5922	5
Capitol Theatre	Melvin Fraiman	204 Massachusetts Avenue	781-648-4340	1
Fusion Taste	Jason Zen Ye	303A-305 Broadway	781-641-2388	7
Menotomy Grille, LLC	William Lyons	25 Massachusetts Avenue	781-643-8335	2
Regent Theatre	Richard Stavros	7 Medford Street	781-643-4488	8
Ristorante Olivio	Angelo DiGirolamo	201 Massachusetts Avenue	781-648-2300	6
Tango Restaurant	Ricardo Mernet	464-466 Massachusetts Avenue	781-443-9000	4

## AUTOMATIC AMUSEMENT

ESTABLISHMENT	MANAGER	ADDRESS	TEL #
American Legion	Bill McCarthy	370 Mass. Ave.	648-9872
VFW	Philip Mouris	600R Mass. Ave.	648-9832
Papa Gino's	Stacey Perry	459 Mass. Ave	648-4570
Arlington Lodge of Elks	Joseph Schanda	56 Pond Lane	781-646-7152
Columbus Club	Steven Meadows	15 Winslow Street	781-648-9810

# FOOD VENDOR

NAME	OWNER	ADDRESS	TEL#
A & A Market	Davinder Sharma	1042 Massachusetts Ave.	643-8175
Anthony's Eastside Deli	Anthony Masci	159 Mass. Ave.	781-648-3465
Arlington Bakery	Arhontoula Matheos	187 Massachusetts Ave.	781-229-0868
Arlington Café (TRANSFER TBD)	Sameh Henein	475 Summer St.	508-840-6334
Beaujolaais Catering	Michael Milan	207A Broadway	646-5408
Boyle's Family Market	Davinder K. Sharma	64 Broadway	646-1188
Broadway Market	Faruk Abdulla & Sabina Abdulla	94-96 Broadway	483-3636
Cookie Time (Lakota)	Barbara Weniger	1373-75 Massachusetts Ave.	646-0121
Dagg's Deli	Musfiqur Rahman	148 Massachusetts Ave.	648-2027
Domino's Pizza	Mohammad Sibai	671 Massachusetts Ave.	643-2300
Easy Convenience	Pareesh Patel	935 Massachusetts Ave.	641-9559
Edible Arrangements	Aramis Jordan	342 Massachusetts Ave.	643-8700
Family Injera (CLOSED)	Abenet Desta	195A Broadway	648-3705
Fenway Market	Samir Shaikh	203 Broadway	857266-8154
Galaxy Market	Shajid Shaikh	1348-1354 Massachusetts Ave.	641-4488
Little Joe's Convenience	Ranbir Rai	206 Summer St.	643-3000
Magic Bites Bakery	Atilla Ozkefeli	916 Massachusetts Ave.	857-415-9504

Mamadou's (NOT OPEN YET)			677	Massachusetts Ave.	
Mass. Convenience	Davinder K. Sharma		85	Warren St.	643-9216
Mass. Convenience	Davinder K. Sharma		245	Massachusetts Ave.	641-3560
My Brother's Place	Emmanuel Stratakis		181	Broadway	646-0110
Quebrada Baking Co.	Kay Kretchmar		208	Massachusetts Ave.	648-0700
Scoop N Scootery	Austin Crittenden		112	Massachusetts Ave	224-567-9031
Symmes Mini Mart	Raymond Laham		681	Massachusetts Ave.	781 648-9856
The Green Light of Arlington	Derek Fleming		169	Massachusetts Ave.	423 387-7290
The Local Fare (CLOSED)	Caroline Huffstetler/Michelle Wax/Rita Ng		2	Lake Street	617233-2562
Tiki In	Jade Zhao		165-165A	Massachusetts Ave.	646-4988

# COMMON VICTUALLER

Name:	Licensee:	Street Address:	Phone #	LIC#	# of seats	Sq. ft.	B/W	AA
Acitron Mexican Bistro	Prakash Hule	473 Mass. Ave.	781-777-2839	122	58	1820		yes
Andrina's Pizzeria	Timothy Conners	1060 Mass. Ave.	781-648-4800	84	50	2100		
Arlington House of Pizza	Hany S. Morcos	797 Mass. Ave.	646-5016	76	20	1200		
Arlington Restaurant & Diner	Themistoklis & Georgios Boretos	134 Mass. Ave.	646-9266	66	82	1950	yes	
ArtLounge	Bradshaw, Carme, Galanopoulos	1346 Mass. Ave.	617-331-9232	112		2000	yes	
Bagels By Us	Richard Khorie/Gerard Karpowicz	787-789 Mass. Ave.	646-2662	123	48			
Barismo	Jamie Van Schyndel	171 Mass. Ave.	617-852-4330	222	8	1500		
Blue Ribbon	C. Janowski/R. Stolloff	908-912 Mass. Ave.	617-244-2200	68	12	1480		
Brickstone Café	Bedros Kaya	309 Broadway	617-417-4813	81	18	1160		
Café Nerro	Michael-Ford Deegan	311-321 Broadway	617-245-8902	82	85	5574		
Capri Pizza & Subs (CLOSED)	Sotirios Vovolis	1323 Mass. Ave.	781-646-5440	85	15	800		
Chilly Cow	Brian LaClair	451 Mass. Ave.	781-648-4360	207	18	1450		
Classic Café	Fatos Qari	1313 Mass. Ave.	857-294-7641	80	46	840		
Common Ground	Bob D. O'Guin Jr.	319 Broadway	617-783-2071	94	196	5266		yes
Commune Kitchen	Justin Demers/Richard Niedzwiecki	203A Broadway	617-415-3197	78	35	1250	yes	
D'Agostino's	Sam & Frances D'Agostino	1297 Mass. Ave.	646-4949	211				
Duet	Wayne Duprey/Cyrille Couet	190-192 Mass. Ave.	781 354-6706	73	110	7343		yes
Dunkin' Donuts	James & John & Christopher Angiolillo/ Mohamed Hiaoui	101 Broadway	643-7742	91	16	1580		



Dunkin' Donuts	Steve Alepede	369	Mass. Ave.	699-6069	79	22	1515	
Dunkin' Donuts	James Allen	1234	Mass. Ave.	648-9681	93	12	2800	
Dunkin' Donuts	James Allen	21	Summer St.	648-9527	92	22	2000	
478 Mass. Ave (NOT OPEN)	David Spinney/Joseph Marcus	478	Mass. Ave.	904 303-5811	106	18	600	
Fresh Pond Seafood	Martin Hegarty	75	Summer St.	781-777-1784	221	16	1200	
Fusion Taste	Jason Zhen Ye	303A-305	Broadway	641-2388	129	60	2400	yes
Gail Ann's Donut Shop	Kiriakos Karageorgiou	10	Medford St.	648-9584	95	14	560	
Granolabowl Café	Emily Patel/Sarah Short	1346	Mass. Ave.	339 223-0062		19	900	*
*note:shared space with Artlounge and they have a Wine & Malt License								
Great Wok of Arlington	Jian Ming Lin	1181	Mass. Ave.	648-8998	97	12	700	
Homewood Suites, LTD.	Cynthia Peterson	1	Mass. Ave.	643-7258	101	60	600	
Jimmy's Steer House	Antonios Karapatsas	1111	Mass. Ave.	646-4450	74	13	640	yes
Kick Stand Café	Emily Shea/Mark Ostow	594	Mass. Ave.	617-462-6364	86	50	2800	
La Posada	Magdalena Pizarro	1312	Mass. Ave	316-8300	208	20	1350	yes
La Victoria Taqueria	Alejandro Barrientos	12	Medford St.	781-859-9082	128	18	550	
Little Q Hot Pot	Jiamin Ni	196	Mass. Ave	781 488-3755	212	76	2000	yes
Lucky Dragon Restaurant	Shun Kit Wong	14	Medford St.	781-648-8878	203	19	885	
Maria's Pizzeria	Ruzanna Zakaryn	86	Mass. Ave.	648-8011	125	11	650	
Menotomy Grille & Tavern	William Lyons	25	Mass. Ave.	617-257-0651	25	145in/20ou	4500	yes
Mr. Sushi	Hae Hyung Ahn	693	Mass. Ave.	643-4175	136	80	3000	yes
Nina's Trattoria & Pizzeria	Angelo Carbini	1510	Mass. Ave.	617 230-1347	114	19	1508	

Noodle Market	Juthamas Pornsuwattanakul	470-472	Mass. Ave.	617 991-3724	61	60	1300	yes
Northender Italian Kitchen	Eyad Haddadeen	1345	Mass. Ave.	978 235-3989	120	12	650	
Not Your Average Joe's mail to: Joseph McGuire, 35 Joanna Drive, Foxboro, MA 02035	Stephen Silverstein, President	645	Mass. Ave.	643-1666	64	150	3800	yes
Olympic Pizza House	Thomas Vakalofotis	173	Mass. Ave.	643-6131	117	12	569	
Otto	Anthony Allen & Michael Keon	202	Mass. Ave	978-500-9993	204	19	1255	yes
Papa Gino's* mail to: Licensing Dept., 600 Providence Hwy, Dedham, MA 02026		459	Mass. Ave.	648-4570	102	68	2300	
Pasha Turkish Med.	Halit Candemir	669A	Mass.Ave.	781-648-5888	210	19	1300	yes
Punjab Fine Indian Cuisine	Jaspal S. Pabla	485-487	Mass. Ave.	643-0943	205	150	5406	yes
Singh Saab Fine Indian	Anhil Kumar	444	Mass. Ave	617-905-5595	67	50	2248	yes
Retro Burger	Bill Maund	795	Mass. Ave.	643-6276	77	19	1200	
Ristorante Olivio	Angelo DiGirolamo	193-201	Mass. Ave.	646-9650	60	120	2000	yes
Sabzi	Mehran khosrowdad	352A	Mass. Ave.	648-2800	134	19	825	yes
Scutra	Cesidia A. Cedrone-Baugniet	92	Summer St.	316-1813	63	26	900	yes
Shanghai Village Asian	Andy Lian	434-436	Mass. Ave.	646-6901	75	107	3000	yes
Sono	Wu Chen	469	Summer St	617-775-9711	87	50	1807	yes
Starbucks Coffee Company	Mark Cromett	327	Broadway	641-2893	105	20	1473	
Starbucks Coffee Company mail to: Licensing Services, 2401 Utah Ave. S., Seattle, WA 98134	Mark Cromett	1465	Mass. Ave.	646-9366	127	21	1465	
Subway (CLOSED)	Anna Gagliardi	669	Mass. Ave.	781-389-5989	223	25	1200	
Sugo Cucina Italiana	Rudy Maniscalco	164	Mass. Ave.	648-0005	202	12	900	yes

Sun's Chinese Kitchen	Yong Tan Zheng	90	Lowell St.	648-3388	107	4	850		
Szechuan's Dumpling	Lisa Yee	1360	Mass. Ave.	617-451-3441	135	70	1350	yes	
Tango Restaurant	Ricardo J.M. Mermet	464-466	Mass. Ave.	443-9000	121	48	880		yes
Thai E-Sarn Cuisine	Christopher J. Rizza	1377-1381	Mass. Ave.	648-2223	70	48	1800	yes	
Thai Moon	Phantika(Tammy) Cusanno	663	Mass. Ave.	646-3334	65	34	1350	yes	
Thailand Café	Xiao Ming Fu	161A	Mass. Ave.	643-0296	119	18	480		
THANA Thai Kitchen	BNB Food Corp	882A	Mass. Ave.	617 997-6002	69	22	450		
Toraya Restaurant	Shinzi Muraki	890	Mass. Ave.	641-7477	133	19	800	yes	
Tryst	Sang-Ho Kim	689	Mass. Ave.	641-2227	200	99	3700		yes
Twyrl	Christopher Furlong/Anka Bric	315	Broadway	617 699-4006	88	19	1100		
Villa House of Pizza	Yashuda Paudel/krishna Khatri	1367-1369	Mass. Ave.	646-0202	109	12	600		
Whole Foods	Kate DeMase (manager)	808	Mass. Ave.	781-777-7200	99	30			
Winchester Country Club	Charles Grandon III	468	Mystic St.	729-1181	115	120			yes
Woori	Hyun Jung Ra	9A-9B	Medford St	781-648-8878	138	36	1200	yes	
Za	Peter McCarthy	138	Mass.Ave.	316-2334	132	87	1400	yes	
Zhu Garden	Bowei Zhu	166	Mass. Ave.	917 285-4001	72	50	1500	yes	
* DIFFERENT MAILING ADDRESSES-NOT LOCAL									

## WINE & MALT RESTAURANTS

NAME	OWNER	ADDRESS		TEL#	LICENSE
Arlington Restaurant & Diner	Themistoklis & Georgios Boretos	134	Mass. Ave.	646-9266	00017-RS-0030
Artlounge	Helen Galanopoulos	1346	Mass. Ave.	617 331-9232	00064-RS-00330
Commune Kitchen	Justin Demers/Richard Niedzwiecki	203A	Broadway	617 415-3197	02961-RS-0030
La Posada	Magdalena Pizarro	1312	Mass. Ave.	781 316-8301	00066-RS-0030
Little Q Pot & Szechuan	Jiamini Ni	196	Mass. Ave.	617 773-5888	00055-RS-0030
Mr. Sushi	Hae Hyung Ahn	693	Mass. Ave.	643-4173	00034-RS-0030
Nina Trattoria & Pizzeria	Angelo Carbini	1510	Mass. Ave.	617 230-1347	03127-RS-0030
Noodle Market	Juthamas Pornsuwattanakul	470-472	Mass. Ave.	617 991-3724	02958-RS-0030
Otto	Anthony Allen/Michael Keon	202	Mass. Ave.	978 500-9993	00069-RS-0030
Pasha Mediterranean	Halit Candemir	669A	Mass. Ave.	617 970-1744	00053-RS-0030
Sabzi	Mehran Khosrowdad	352A	Mass. Ave.	781 608-7770	00018-RS-0030
Sugo Cucina Italiana	Rudy/Josephine Maniscalco	164	Mass. Ave.	781 648-0005	00068-RS-0030
Szechuan's Dumpling	Lisa Yee	1360	Mass. Ave.	648-8882	00032-RS-0030
Thai E-Sarn	Christopher Rizza	1377-1381	Mass. Ave.	617 319-9706	0030-00054
Thai Moon	Pimolmas Khamlue	663	Mass. Ave.	646-3334	00040-RS-0030
Toraya	Shinzi Muraki	890	Mass. Ave.	641-7477	00024-RS-0030
Twyrl	Christopher Furlong/Anka Bric	315	Broadway	617-699-4006	03361-RS-0030
Za	Peter McCarthy	138	Mass. Ave.	316-2334	00028-RS-0030
Zhu's Garden	Bowei Zhu	166	Mass. Ave.	917 285-4001	00015-RS-0030

## ALL ALCOHOL RESTAURANTS

NAME	LICENSE NAME	MANAGER	ADDRESS	TEL#	LICENSE #
Acitron	Deepna Inc	Prakash Hule	473 Mass. Ave.	781 413-1531	00056-RS-0030
Common Ground	Blog LLC	Bob D. O'Guin Jr.	319 Broadway	617 797-9248	00064-RS-0030
Duet	W&C Restaurant	Wayne Duprey	190 Mass. Ave.	781 641-1664	02772-RS-0030
Fusion Taste	Y Plus Y Inc	Jason Zhen Ye	303A-305 Broadway	781 641-2388	00030-RS-0030
Jimmy's Steer House	Old Arlington Restaurant Inc	Michael Mooney	1111 Mass. Ave.	781 646-4450	00006-RS-0030
Menotomy Grille & Tavern	Menotomy Grille LLC	William Lyons	25 Mass. Ave.	781 643-8335	00062-RS-0030
Not Your Average Joe's	Not Your Average Joe's Inc	Lauren Dexter	645 Mass. Ave.	781 643-1666	00025-RS-0030
Punjab Fine Indian Cuisine	Paramveer Corp	Jaspal Pabla	485-487 Mass. Ave.	781 643-0943	00045-RS-0030
Singh Saab Fine Indian	Sagar Restaurant Corp	Anil Kumar	444 Mass. Ave.	617 905-5595	00019-RS-0030
Ristorante Olivio	Bernardos Restaurant LLC	Angelo DiGirolamo	193-201 Mass. Ave.	781 648-2300	00023-RS-0030
Scutra	Cedrone Restaurant Inc	Cesidia A. Cedrone-Baughniet	92 Summer St.	781 316-1816	00052-RS-0030
Shanghai Village Asian	Shanghai 3 Inc	Andy Lian	434 - 436 Mass. Ave.	781 646-6897	00011-RS-0030
Sono	Sono Restaurant Inc	Wu Chen	469 Summer St., #3 & #4	617 775-9711	00063-RS-0030
Tango	El Tango Inc	Ricardo Mermet	464 Mass. Ave.	781 443-9000	00026-RS-0030
Tryst	Taeksoo Corp	Sang-Ho Kim	689 Mass. Ave.	781 641-2227	00043-RS-0030



## ALL ALCOHOL CLUBS

NAME	MANAGER	ADDRESS	TEL#	License #
Alosia Club, Inc. send to: Kathy@leonelaw.com	Thomas Caccavaro	19 Prentiss Road	643-4255	3000009
American Legion Post #39	William F. McCarthy	370 Mass. Ave.	643-7426	00001-CL-0030
Arlington Lodge of Elks #1435	Joseph Schanda	56 Pond Lane	648-9868	3000008
Columbus Club, Inc.	Steven Meadows	15 Winslow St.	648-9810	3000010
V.F.W. Post #1775	Philip Mouris	600R Mass. Ave.	648-9832	00005-CL-0030
Winchester Country Club	Charles Grandon III	468 Mystic St.	729-1181	3000007
WCC Sports Center	Charles Grandon III	468 Mystic St.	729-1181	3000051

## THEATRE LICENSES

The Capitol Theatre	Richard Frainman	204 Mass. Ave.	648-4340	3000061
Regent Theatre	Leland Stein	7 Medford St.	617694-6612	3000067

# AA PACKAGE STORES

NAME	OWNER	EMAIL	MANAGER	ADDRESS	TEL #	LICENSE #
Arlington Liquors Store, Inc. Alexander Liquors	Alexander Kushnirsky	alexinboston@hotmail.com		94B Summer Street	781-641-0111	3000048
Spy Pond Beer & Wine LLC Arlington Wine Shop	Sean Galvin	sean@gileswine.com	Lawrence P. Venezia	137-137A Mass Ave	781-646-3500	3000047
Menotomy Beer & Wine, Inc. Menotomy Beer & Wine, Inc.	Mary Parent		Mary Parent	80 Broadway	781-646-5737	3000046
Mystic Wine Shoppe LLC	Eric Faola	efaola@mysticwineshoppe.com	Michael Woodward	901 Mass Ave	781 929-3024	3000060
EPW, LLC Prime, Your Local Butcher	Peter Weissman	peter.weissman@themeathouse.com	Matt Guessetto	1398 Mass Ave	508 982-6880	3000059

# SIDEWALK CAFÉ PERMIT

NAME	OWNER	ADDRESS		TEL #	FURNITURE
Barismo	Tom Vakalfotis		171 Mass Ave	617-852-4330	3T/8S+
Caffe Nero	Bruce Kidder	311-321	Broadway	617 245-8902	13T/26S
Capitol Theatre	Richard Fraiman (Jamie Howard)	204	Mass Ave	617-354-4466	4T/8S
Common Ground	Bob D. O'Guin Jr.	319	Broadway	617-783-0060	16T/38S
Commune Kitchen	Richard Niedzwiecki	203A	Broadway	781-777-2597	3T/5S
Gail Ann's Donuts	Kiriakos Karageorgiou	10	Medford St	781-648-9584	1T/6S
Maria's Pizzeria	Ruzanna Zakaryan	86	Mass Ave	617-510-4368	3T/6S
Ristorante Olivio	Angelo DiGirolamo	201	Mass Ave	781-648-2300	6T/24S
Scutra	Cesidia Baugniet	92	Summer St	617 633-7431	13T/Bar/45S
Starbucks Corp	Christopher Fitzgerald	327	Broadway	781-641-2893	5T/9S
Twyl	Christopher Furlong	315	Broadway	617 699-4006	4T/
Za Restaurant	Jeff Broadman	138	Mass Ave	617-756-6041	5T/20S

# ARLINGTON POLICE DEPARTMENT

**Frederick Ryan**  
Chief of Police



POLICE HEADQUARTERS  
112 Mystic Street  
Telephone 781-316-3900

*Town of Arlington*  
MASSACHUSETTS 02474

October 17, 2017

In regards to the Annual Review of Licenses for Renewal, I have had conversations with members for the Arlington Police Detective Bureau. With the exception of the issues addressed as the result of the Alcohol Compliance Checks we are not aware of any problems with any current license holders in the last year. That includes the following licenses listed below.

Automatic Amusement  
Food Vendor  
Common Victualler  
Wine & Malt Beverages Only  
All Alcohol Package Store  
All Alcohol Restaurant  
All Alcohol Club  
Class I Auto Dealer  
Class II Auto Dealer  
Class II Auctioneer  
Lodging House/ Inn Holder  
Public Entertainment  
Secondhand Dealer  
Sidewalk Cafe Permit

Respectfully Submitted,

Detective Edward DeFrancisco

*"Proactive and Proud"*

**Arlington Fire Department  
Town of Arlington**

**Fire Prevention Division**

411 Mass Ave., Arlington, MA 02474  
Phone: (781) 316-3803 Fax: (781) 316-3808  
Email: jkelly@town.arlington.ma.us

John Kelly  
Deputy Chief  
Operations

To: Mary Ann Sullivan, Selectmen's Office  
From: Deputy Chief John Kelly  
Date: December 11, 2017  
Subject: Annual review of Licenses for Renewal

The following occupancy types were inspected by the Arlington Fire Department from April 2017 to December 2017. We did not find any conditions that warrant non-issuance of license and certificate of occupancy.

1. Class I Auto Dealer
2. Class II Auto Dealer
3. Class II Auctioneer
4. Lodging House/Inn Holder
5. Food Vendor
6. Common Victualler
7. Theatre License
8. Public Entertainment
9. Secondhand Dealers
10. Automatic Amusement
11. All Alcohol Package Store
12. All Alcohol Restaurant
13. Wine & Malt Beverages Only
14. All Alcohol Club





Town of Arlington  
Inspectional Services Department  
51 Grove Street  
Arlington, Massachusetts 02476  
781-316-3390  
[www.town.arlington.ma.us](http://www.town.arlington.ma.us)

The Inspectional Services Department has no objection to the issuance of the attached licenses; with the exception of Alewife Automotive Center located at 10 Sunnyside Avenue due to outstanding building code violations.

COMMON VICTUALLER  
FOOD VENDOR  
WINE AND MALT BEVERAGE  
ALL ALCOHOLIC RESTAURANT  
ALL ALCOHOLIC CLUB  
CLASS I AUTO DEALER  
CLASS II AUTO DEALER  
HACKNEY CARRIAGE & PUBLIC AUTOMOBILE LICENSE  
FORTUNE TELLING  
LODGING HOUSE  
PUBLIC ENTERTAINMENT

Michael F. Byrne  
Director of Inspectional Services



Town of Arlington  
Department of Health and Human Services  
Office of the Board of Health  
27 Maple Street  
Arlington, MA 02476

Tel: (781) 316-3170  
Fax: (781) 316-3175

**MEMO**

TO: Board of Selectmen  
FROM: Kylee Sullivan, Health Compliance Officer  
DATE: December 12, 2017  
RE: Licenses 2018 / Health Department Comments

---

The Health Department has no objections to the issuance of 2018 license renewals subject to conditions set forth.

**Food establishments that have recently closed as 2017:**

1. Capri Pizza and Subs (1323 Mass Ave)
2. Family Injera (195A Broadway St.)
3. Subway (669 Mass Ave)

**Food establishments that have recently received their Permit to Operate a Food Establishment as of the end of 2017:**

1. Mamadou's Artisan Bakery (677 Mass Ave)

**Food Establishments that are undergoing the Health Department Plan Review Application process:**

1. 478 Mass Ave (478 Mass Ave)
2. Dunkin Donuts (101 Broadway)

*Please note:* The Office of the Board of Health will not issue a 2018 Permit to Operate a Food Establishment until final inspections of these establishments have been conducted.

**Health Department records indicate that the following is the correct establishment and owner combination for the following food establishments:**

*Common Victualler License:*

1. Homewood Suites, LTD. (1 Mass Ave): Claremont Arlington Suites, LLC.
2. Noodle Market (470-472 Mass Ave): Napat Sriwannavit
3. Papa Gino's (459 Mass Ave): Papa Gino's, Inc.
4. Sabzi (352A Mass Ave): Mint 76, Inc.
5. Starbucks Coffee Company (327 Broadway St.): Starbucks Corporation
6. Starbucks Coffee Company (1465 Mass Ave): Starbucks Corporation
7. Villa House of Pizza (1367-1369 Mass Ave): Ramlal Shanti Group, LLC.
8. Whole Foods (808 Mass Ave): Whole Foods Market Group



## **TOWN OF ARLINGTON**

MASSACHUSETTS 02476

781 - 316 - 3090

### **DEPARTMENT OF PLANNING and COMMUNITY DEVELOPMENT**

#### **MEMORANDUM**

To: Board of Selectmen

From: Ali Carter, Economic Development Coordinator

Date: December 6, 2017

RE: Annual Review of Licenses for Renewal

---

The Department of Planning and Community Development has completed its review of your submitted list of applicants for license renewal. We investigated each licensed location in the community and noted those businesses where some attention might be needed. Those businesses are highlighted in yellow in the attached spreadsheet. Please contact us if additional information is needed.

**2018 LICENSE RENEWALS  
FOOD VENDOR**

NAME	OWNER	ADDRESS	TEL#	Comments
A & A Market	Davinder Sharma	1042 Massachusetts Ave.	643-8175	
Anthony's Eastside Deli	Anthony Masci	159 Mass. Ave.	781-648-3465	
Arlington Bakery	Arhontoula Matheos	187 Massachusetts Ave.	781-229-0868	
Arlington Café	Sameh Henein	475 Summer St.	508-840-6334	
Beaujolais Catering	Michael Milan	207A Broadway	646-5408	
Boyle's Family Market	Davinder K. Sharma	64 Broadway	646-1188	
Broadway Market	Faruk Abdulla & Sabina Abdulla	94-96 Broadway	483-3636	
Cookie Time (Lakota)	Barbara Weniger	1373-75 Massachusetts Ave.	646-0121	
Dagg's Deli	Musfiqur Rahman	148 Massachusetts Ave.	648-2027	
Domino's Pizza	Mohammad Sibai	671 Massachusetts Ave.	643-2300	Unpermitted signage in windows
Easy Convenience	Pareesh Patel	935 Massachusetts Ave.	641-9559	
Edible Arrangements	Aramis Jordan	342 Massachusetts Ave.	643-7700	
Family Injera	Abenet Desta	195A Broadway	648-3705	
Fenway Market	Samir Shaikh	203 Broadway	857266-8154	
Galaxy Market	Shajid Shaikh	1348-1354 Massachusetts Ave.	641-4488	
Little Joe's Convenience	Ranbir Rai	206 Summer St.	643-3000	
Magic Bites Bakery	Atilla Ozkafeli	916 Massachusetts Ave.	857-415-9504	

Mamadou's (NOT OPEN YET)			677	Massachusetts Ave.	
Mass. Convenience	Davinder K. Sharma		85	Warren St.	643-9216
Mass. Convenience	Davinder K. Sharma		245	Massachusetts Ave.	641-3560
My Brother's Place	Emmanuel Stratakis		181	Broadway	646-0110
Quebrada Baking Co.	Kay Kretchmar		208	Massachusetts Ave.	648-0700
Scoop N Scootery	Austin Crittenden		112	Massachusetts Ave	224-567-9031
Symmes Mini Mart	Raymond Laham		681	Massachusetts Ave.	781 648-9856
The Green Light of Arlington	Derek Fleming		169	Massachusetts Ave.	423 387-7290
The Local Fare	Caroline Huffstetler/Michelle Wax/Rita Ng		2	Lake Street	617233-2562
Tiki In	Jade Zhao		165-165A	Massachusetts Ave.	646-4988

**2018 LICENSE RENEWALS  
COMMON VICTUALLER**

Name:	Licensee:	Street Address:		Phone #	LIC#	# of seats	Sq. ft.	B/W	AA	Comments
Acitron Mexican Bistro	Prakash Hule	473	Mass. Ave.	781-777-2839	122	58	1820		yes	
Andrina's Pizzeria	Timothy Conners	1060	Mass. Ave.	781-648-4800	84	50	2100			
Arlington House of Pizza	Hany S. Morcos	797	Mass. Ave.	646-5016	76	20	1200			
Arlington Restaurant & Diner	Themistoklis & Georgios Boretos	134	Mass. Ave.	646-9266	66	82	1950	yes		
ArtLounge	Bradshaw, Carme, Galanopoulos	1346	Mass. Ave.	617-331-9232	112		2000	yes		
Bagels By Us	Richard Khorie/Gerard Karpowicz	787-789	Mass. Ave.	646-2662	123	48				
Barismo	Jamie Van Schyndel	171	Mass. Ave.	617-852-4330	222	8	1500			
Blue Ribbon	C. Janowski/R. Stolloff	908-912	Mass. Ave.	617-244-2200	68	12	1480			
Brickstone Café	Bedros Kaya	309	Broadway	617-417-4813	81	18	1160			
Café Nerro	Michael-Ford Deegan	311-321	Broadway	617-245-8902	82	85	5574			
Capri Pizza & Subs	Sotirios Vovolis	1323	Mass. Ave.	781-646-5440	85	15	800			Closed
Chilly Cow	Brian LaClair	451	Mass. Ave.	781-648-4360	207	18	1450			
Classic Café	Fatos Qari	1313	Mass. Ave.	857-294-7641	80	46	840			
Common Ground	Bob D. O'Guin Jr.	319	Broadway	617-783-2071	94	196	5266		yes	
Commune Kitchen	Justin Demers/Richard Niedzwiecki	203A	Broadway	617-415-3197	78	35	1250	yes		
D'Agostino's	Sam & Frances D'Agostino	1297	Mass. Ave.	646-4949	211					
Duet	Wayne Duprey/Cyrille Couet	190-192	Mass. Ave.	781-354-6706	73	110	7343		yes	Bistro Duet
Dunkin' Donuts	James & John & Christopher Angiolillo/	101	Broadway	643-7742	91	16	1580			





Nina's Trattoria & Pizzeria	Angelo Carbini	1510	Mass. Ave.	617 230-1347	114	19	1508		
Noodle Market	Juthamas Pornsuwattanakul	470-472	Mass. Ave.	617 991-3724	61	60	1300	yes	
Northender Italian Kitchen	Eyad Haddadeen	1345	Mass. Ave.	978 235-3989	120	12	650		
Not Your Average Joe's	Stephen Silverstein, President	645	Mass. Ave.	643-1666	64	150	3800	yes	
mail to: Joseph McGuire, 35 Joanna Drive, Foxboro, MA 02035	Thomas Vakafotis	173	Mass. Ave.	643-6131	117	12	569		
Olympic Pizza House									
Otto	Anthony Allen & Michael Keon	202	Mass. Ave	978-500-9993	204	19	1255	yes	
Papa Gino's*		459	Mass. Ave.	648-4570	102	68	2300		
mail to: Maria Busby, 600 Providence Hwy, Dedham, MA 02026									
Pasha Turkish Med.	Halit Candemir	669A	Mass.Ave.	781-648-5888	210	19	1300	yes	
Punjab Fine Indian Cuisine	Jaspal S. Pabla	485-487	Mass. Ave.	643-0943	205	150	5406	yes	
Singh Saab Fine Indian	Anhil Kumar	444	Mass. Ave	617-905-5595	67	50	2248	yes	
Retro Burger	Bill Maund	795	Mass. Ave.	643-6276	77	19	1200		
Ristorante Olivio	Angelo DiGirolamo	193-201	Mass. Ave.	646-9650	60	120	2000	yes	
Sabzi	Mehran khosrowdad	352A	Mass. Ave.	648-2800	134	19	825	yes	
Scutra	Cesidia A. Cedrone-Baughniet	92	Summer St.	316-1813	63	26	900	yes	
Shanghai Village Asian	Andy Lian	434-436	Mass. Ave.	646-6901	75	107	3000	yes	
Sono	Wu Chen	469	Summer St	617-775-9711	87	50	1807	yes	
Starbucks Coffee Company	Mark Cromett	327	Broadway	641-2893	105	20	1473		
Starbucks Coffee Company	Mark Cromett	1465	Mass. Ave.	646-9366	127	21	1465		
mail to: Mary Her, 2401 Utah Ave. S., Seattle, WA 98134									
Subway	Anna Gagliardi	669	Mass. Ave.	781-389-5989	223	25	1200		Closed

Sugo Cucina Italiana	Rudy Maniscalco	164	Mass. Ave.	648-0005	202	12	900	yes	
Sun's Chinese Kitchen	Yong Tan Zheng	90	Lowell St.	648-3388	107	4	850		
Noodle Market (11/14)	Juthamas Pornsuwattanakul	470-472	Mass. Ave.	646-2400	61	60	1700	yes	
Szechuan's Dumpling	Lisa Yee	1360	Mass. Ave.	617-451-3441	135	70	1350	yes	
Tango Restaurant	Ricardo J.M. Memet	464-466	Mass. Ave.	443-9000	121	48	880	yes	
Thai E-Sam Cuisine	Christopher J. Rizza	1377-1381	Mass. Ave.	648-2223	70	48	1800	yes	
Thai Moon	Phantika(Tammy) Cusanno	663	Mass. Ave.	646-3334	65	34	1350	yes	
Thailand Café	Xiao Ming Fu	161A	Mass. Ave.	643-0296	119	18	480		
THANA Thai Kitchen	BNB Food Corp	882A	Mass. Ave.	617 997-6002	69	22	450		
Toraya Restaurant	Shinzi Muraki	890	Mass. Ave.	641-7477	133	19	800	yes	
Tryst	Sang-Ho Kim	689	Mass. Ave.	641-2227	200	99	3700	yes	
Twyl	Christopher Furlong/Anka Bric	315	Broadway	617 699-4006	88	19	1100		
Villa House of Pizza	Yashuda Paudel/krishna Khatri	1367-1369	Mass. Ave.	646-0202	109	12	600		
Whole Foods	Kate DeMase (manager)	808	Mass. Ave.	781-777-7200	99	30			
Winchester Country Club	Charles Grandon III	468	Mystic St.	729-1181	115	120		yes	
Woori	Hyun Jung Ra	9A-9B	Medford St	781-648-8878	138	36	1200	yes	
Za	Peter McCarthy	138	Mass.Ave.	316-2334	132	87	1400	yes	
Zhu Garden	Bowei Zhu	166	Mass. Ave.	917 285-4001	72	50	1500	yes	
* DIFFERENT MAILING ADDRESSES-NOT LOCAL									



**2018 LICENSE RENEWALS  
ALL ALCOHOL RESTAURANTS**

NAME	MANAGER	ADDRESS	TEL#	LICENSE #	Comments
Acitron	Prakash Hule	473 Mass. Ave.	781 413-1531	0030-00056	
Common Ground	Bob D. O'Guin Jr.	319 Broadway	617 797-9248	0030-00062	
Duet	Wayne Duprey	190 Mass. Ave.	781 641-1664	0030-00036	Bistro Duet
Fusion Taste	Jason Zhen Ye	303A-305 Broadway	781 641-2388	0030-00030	
Jimmy's Steer House	Antonios Karapatsas	1111 Mass. Ave.	781 646-4450	0030-00006	
Menotomy Grille & Tavern	William Lyons	25 Mass. Ave.	781 643-8335	0030-00062	
Not Your Average Joe's	Lauren Dexter	645 Mass. Ave.	781 643-1666	0030-00025	
Punjab Fine Indian Cuisine	Jaspal Pabla	485-487 Mass. Ave.	781 643-0943	0030-00045	
Singh Saab Fine Indian	Anil Kumar	444 Mass. Ave.	617 905-5595	0030-00019	
Ristorante Olivio	Angelo DiGirolamo	193-201 Mass. Ave.	781 648-2300	0030-00023	
Scutra	Cesidia A. Cedrone-Baughniet	92 Summer St.	781 316-1816	0030-00052	
Shanghai Village Asian	Andy Lian	434 - 436 Mass. Ave.	781 646-6897	0030-00011	
Sono	Wu Chen	469 Summer St., #3 & #4	617 775-9711	0030-00063	
Tango	Ricardo Mermet	464 Mass. Ave.	781 443-9000	0030-00026	
Tryst	Sang-Ho Kim	689 Mass. Ave.	781 641-2227	0030-000043	

2018 LICENSE RENEWALS  
SIDEWALK CAFE PERMIT

NAME	OWNER	ADDRESS	TEL #	FURNITURE	Comments
Barismo	Tom Vakalofotis	171 Mass Ave	617-852-4330	3T/8S+	
Caffe Nero	Bruce Kidder	311-321 Broadway	617-245-8902	13T/26S	Pending new regulations in Broadway Plaza
Capitol Theatre	Richard Fraiman (Jamie Howard)	204 Mass Ave	617-354-4466	4T/8S	
Common Ground	Bob D. O'Guin Jr.	319 Broadway	617-783-0060	16T/38S	Pending new regulations in Broadway Plaza
Commune Kitchen	Richard Niedzwiecki	203A Broadway	781-777-2597	3T/5S	
Gail Ann's Donuts	Kiriakos Karageorgiou	10 Medford St	781-648-9584	1T/6S	
Maria's Pizzeria	Ruzanna Zakaryan	86 Mass Ave	617-510-4368	3T/6S	
Ristorante Olivo	Angelo DiGirolamo	201 Mass Ave	781-648-2300	6T/24S	
Scutra	Cesidia Baugniet	92 Summer St	617-633-7431	13T/Bar/45S	
Starbucks Corp	Christopher Fitzgerald	327 Broadway	781-641-2893	5T/9S	Pending new regulations in Broadway Plaza
Twyl	Christopher Furlong	315 Broadway	617-699-4006	4T/	Pending new regulations in Broadway Plaza
Za Restaurant	Jeff Broadman	138 Mass Ave	617-756-6041	5T/20S	





## Town of Arlington, Massachusetts

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### Discussion & Vote: Parmenter School Lease Extension

#### Summary:

Adam W. Chapdelaine, Town Manager

#### ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	Parmenter_ACC_lease_2014.pdf	ParmenterACC Lease 2014
▣ Reference Material	Parmenter_ISB_Lease_2014.pdf	Parmenter ISB Lease 2014
▣ Reference Material	Parmenter_Lease_Ext_12_18_2017.pdf	Parmenter Lease Ext 12.18 17

ARLINGTON TOWN MANAGER'S OFFICE &  
ARLINGTON CHILDREN'S CENTER

PARMENTER SCHOOL BUILDING LEASE

Commencement Date: August 1, 2014

Date Executed: July 28, 2014

**ARLINGTON TOWN MANAGER'S OFFICE &  
ARLINGTON CHILDREN'S CENTER**

**PARMENTER SCHOOL BUILDING LEASE**

**TABLE OF CONTENTS**  
**(Inserted for guidance only)**

SECTION 1.	DEFINITIONS AND DATA .....	3
SECTION 2.	DEMISED PREMISES; TERM OF LEASE .....	5
SECTION 3.	COMMENCEMENT DATE; INABILITY TO GIVE POSSESSION .....	5
SECTION 4.	OFFER TO EXTEND .....	5
SECTION 5.	SECURITY DEPOSIT .....	6
SECTION 6.	ANNUAL FIXED RENT PAYMENT TERMS .....	6
SECTION 7.	ANNUAL FIXED RENT .....	6
SECTION 8.	PAYMENT OF ADDITIONAL RENT .....	7
SECTION 9.	OPERATING EXPENSES .....	7
SECTION 10.	REMOVAL OF ORDINARY WASTE .....	9
SECTION 11.	CARE OF DEMISED PREMISES .....	9
SECTION 12.	ALTERATIONS AND INSTALLATIONS BY TENANT .....	10
SECTION 13.	TENANT'S SIGNS .....	12
SECTION 14.	CONDITION OF DEMISED PREMISES .....	12
SECTION 15.	USE OF DEMISED PREMISES & COMMON AREAS .....	12
SECTION 16.	QUIET ENJOYMENT .....	13
SECTION 17.	LANDLORD'S ACCESS TO DEMISED PREMISES .....	13
SECTION 18.	COMPLIANCE WITH LAWS, ETC. ....	14
SECTION 19.	COMPLIANCE WITH TENANT RULES AND REGULATIONS .....	16
SECTION 20.	LANDLORD'S LIABILITY; INDEMNITY .....	17
SECTION 21.	STOPPAGE OF SERVICES, INABILITY TO SUPPLY SERVICES .....	17
SECTION 22.	DAMAGE BY FIRE OR OTHER CASUALTY .....	18
SECTION 23.	PROPERTY INSURANCE .....	19
SECTION 24.	TENANT'S LIABILITY INSURANCE .....	21
SECTION 25.	DEFAULT OF TENANT .....	22
SECTION 26.	REMEDYING DEFAULTS .....	25
SECTION 27.	REMEDIES .....	25
SECTION 28.	NON-RECOURSE .....	26
SECTION 29.	WAIVER OF TRIAL BY JURY .....	26
SECTION 30.	WAIVER REQUIREMENTS .....	26
SECTION 31.	CONDEMNATION .....	27
SECTION 32.	ASSIGNMENT AND SUB-LETTING PROHIBITED .....	28
SECTION 33.	BROKERAGE BY TENANT; INDEMNITY .....	28
SECTION 34.	TRANSFeree LIABILITY .....	28
SECTION 35.	SURRENDER .....	29
SECTION 36.	LEASE AS ENTIRE AGREEMENT .....	29
SECTION 37.	BINDING EFFECT; INDEPENDENT COVENANTS .....	29
SECTION 38.	ESTOPPEL CERTIFICATES .....	29
SECTION 39.	SUBORDINATION; RIGHTS OF MORTGAGEE .....	30
SECTION 40.	METHOD OF GIVING BILLS AND NOTICES .....	31
SECTION 41.	APPLICABLE LAW .....	31
SECTION 42.	HEADINGS FOR REFERENCE ONLY .....	31
SECTION 43.	SEVERABILITY .....	31
SIGNATURES	.....	32
TENANT RULES AND REGULATIONS	.....	32

**TOWN OF ARLINGTON &  
ARLINGTON CHILDREN'S CENTER**

AGREEMENT OF LEASE, executed as of the 28th day of July, by and between the TOWN OF ARLINGTON (hereinafter referred to as the Landlord) and the ARLINGTON CHILDREN'S CENTER, a Massachusetts non-profit corporation (hereinafter referred to as the Tenant).

W I T N E S S E T H T H A T:

**SECTION 1. DEFINITIONS AND DATA**

(a) Each reference in this Lease to the following terms shall be construed to incorporate the following respective definitions and data:

Additional Rent: Any amounts prescribed in this Lease other than the Fixed Rent or Operating Expenses.

Annual Fixed Rent: See **Section 6** below.

Area of Building: It is agreed that the area of the Building is 23,312 square feet, more or less.

Area of Tenant's Portion of Building: It is agreed that the area of the Tenant's portion of the Building is 8,632 square feet, more or less, or 37% of the Area of the Building.

Building: The building known as the Parmenter School Building, situated on the Land as defined below, and containing 23,312 square feet, more or less.

Business Days: All days except Sundays, Saturdays, days established as "Legal Holidays" on which state offices are closed and such other days that the Tenant presently or in the future recognizes as holidays for the Tenant's general office staff.

Capital Contribution: Annual payment made to the Town to defray costs associated with maintaining the building.

Capital Improvement: Any item that is available to, controlled by, or acquired by the Town, has a useful life of at least five years, and has a purchase cost of at least \$5,000.

Commencement Date: The date on which the initial Annual Fixed Rent commences, being August 1, 2014.

Demised Premises: That portion of the Building containing 8,632 square feet, more or less, plus the Land as defined below, located at 17 Irving Street, Arlington, Middlesex County, Massachusetts; the portion of the Building consists of office and classroom space as marked "8,632 SPACE" on a plan attached hereto and made a part hereof.

Designated Tenant: The single tenant billed and responsible for paying for all Operating Expenses that cannot be billed separately to each tenant.

Execution Date: The date on which this Lease is executed.

Fiscal Year (FY): The Town's fiscal year, from August 1 through June 30.

Land: The parcel of land located at 17 Irving Street, Arlington, Middlesex County, Massachusetts, and containing 52,781 square feet, more or less.

Landlord: The landlord named herein, or any subsequent owner or lessee, from time to time, of the Landlord's interest in the Demised Premises.

Landlord's Original Address: Town Manager's Office, Town Hall Annex 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, Arlington, Massachusetts 02476.

Lease: This Agreement of Lease and the Schedules and Exhibits, if any, annexed hereto, which are made a part hereof.

Mortgage: A mortgage, deed of trust, trust indenture, or other security instrument of record creating an interest in, or affecting title to, the Land or Demised Premises, or any part thereof, including a lease-hold mortgage, and any and all renewals, modifications, consolidations, or extensions of any such instrument.

Mortgagee: A person, firm, corporation, or other entity holding any Mortgage.

Operating Expenses: See **Section 9** below.

Security Deposit: See **Section 5** below.

Taking: A taking of property or any interest therein, or right appurtenant or accruing thereto, by condemnation or eminent domain, or by action, proceedings, or agreement in lieu thereof, pursuant to governmental authority.

Tenant: The tenant named herein, or any subsequent assignee under **Section 31** below.

Tenant's Original Address:

Term, or Term of this Lease: Commencing on the Commencement Date (August 1, 2014) and expiring at 11:59 P.M. on June 30, 2019 ("Original Expiration Date"), unless such Term shall sooner terminate, or be extended, pursuant to the provisions of this Lease.

Unavoidable Delays: Delays due to strikes; lock-outs; labor disputes; acts of God; inability to obtain labor or materials; governmental restrictions; emergency acts; orders or regulations of any governmental authority, including without limitation restrictions, acts, orders or regulations aimed at conserving energy; civil commotion; unavoidable casualty; or other causes beyond the reasonable control of the Landlord or the Tenant, as the case may be, whether or not similar in nature to the causes hereinbefore enumerated.

**SECTION 2. DEMISED PREMISES; TERM OF LEASE**

(a) The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord certain space within the Building, containing 8,632 square feet, more or less, plus the non-exclusive right to use the Land as defined above (hereinafter referred to as the Demised Premises), located at 17 Irving Street, Arlington, Middlesex County, Massachusetts; said certain space consists of office and classroom space as marked "8,632 SPACE" on the plan attached hereto and made a part hereof.

(b) To have and to hold the Demised Premises, subject to the agreements, terms, and conditions herein contained, for the Term of this Lease as defined in **Section 1** above (being August 1, 2014 through June 30, 2019).

**SECTION 3. COMMENCEMENT DATE; INABILITY TO GIVE POSSESSION**

(a) The Commencement Date of the Term of this Lease shall be August 1, 2014. If the Landlord shall be unable, in the exercise of all reasonable efforts, to give possession of the Demised Premises on the Commencement Date for any reason, including without limitation a previous tenant's failure to vacate the Demised Premises, or to release its rights to the Demised Premises on time, the Landlord shall not be subject to any liability therefor. Under such circumstances, the Fixed Rent to be paid herein shall not commence until the Demised Premises are available for occupancy, and no such failure to give possession on the Commencement Date shall in any way affect the validity of this Lease or the obligations of the Tenant hereunder, nor shall same be construed in any way to extend the Term of this Lease or change the Commencement Date.

**SECTION 4. OFFER TO EXTEND**

(a) If this Lease has not been terminated prior to the Original Expiration Date, then the Landlord shall have the option to extend the initial term for one (1) Extension Period: a five (5) year extension to 11:59 P.M. on June 30, 2024, which the Tenant may accept or reject. When considering the option to extend, the Landlord shall consider:

- (i) whether the Tenant agrees to extend; and,
- (ii) whether the Tenant is in default hereunder at the time of the offer to extend; and,
- (iii) whether the Tenant is in default hereunder at the time the Term would expire but for such extension; and,
- (iv) whether the Landlord and the Tenant can agree on the Capital Contribution for such Extension Period.

(b) If the Landlord and the Tenant fail to extend, the Term shall expire at the end of the then current Term. The Landlord shall exercise the Option to Extend by giving written notice to the Tenant of the exercise of the option by June 30, 2018. Should the Tenant elect not to extend, written notice of such election shall be provided to the Landlord by September 30,



2018. During the Extension Period all provisions of this Lease shall apply, except that the Landlord and Tenant shall negotiate the Capital Contribution rate for the Extension Period.

**SECTION 5. SECURITY DEPOSIT**

(a) The Tenant shall not pay any Security Deposit.

**SECTION 6. ANNUAL FIXED RENT PAYMENT TERMS**

(a) The Tenant shall pay, without any set-off or deduction, the initial Annual Fixed Rent and subsequent Annual Fixed Rents to the Landlord at the Landlord's Original Address, or to such other person or entity, or at such other place as the Landlord may designate by notice to the Tenant. Said Rents shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease, and shall be apportioned for any fractional month in which the Commencement Date or the last day of the Term of this Lease may fall, except that upon the signing of this Lease by the Tenant, the Tenant shall pay the Landlord the monthly installment of initial Annual Fixed Rent payable for the fractional month at the commencement of the Term, plus for the first full month of the Term of this Lease.

(b) The Tenant shall pay, without any set-off or deduction, the Capital Contribution to the Landlord at the Landlord's Original Address, or to such other person or entity, or at such other place as the Landlord may designate by notice to the Tenant. Said Capital Contribution shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease, and shall be apportioned for any fractional month in which the Commencement Date or the last day of the Term of this Lease may fall, except that upon the signing of this Lease by the Tenant, the Tenant shall pay the Landlord the monthly installment of the Capital Contribution payable for the fractional month at the commencement of the Term, plus the first full month of the Term of this Lease.

(i) The Tenant may submit to the Landlord an annual list of requested capital improvements. The Landlord will consider the list and determine whether or not to seek funding authority to appropriate funds towards such capital improvements.

(c) The Landlord reserves the right to provide in any first Mortgage given by it that some or all rents, issues, and profits, and all other amounts of every kind payable to the Landlord under this Lease, shall be paid directly to such Mortgagee for the Landlord's account, and the Tenant covenants and agrees that it will, after receipt by it of notice from the Landlord designating such Mortgagee to whom payments are to be made, pay such amounts thereafter becoming due directly to such Mortgagee, until excused therefrom by notice from such Mortgagee. Prior to such notice from such Mortgagee all such payments to such Mortgagee by the Tenant shall, *pro tanto*, satisfy the Tenant's obligations hereunder in respect of such payments.

**SECTION 7. ANNUAL FIXED RENT**

(a) The Annual Fixed Rent to be paid for the first fiscal year of the

Lease, prorated if the lease commences after August 1, and to be paid in accordance with **Section 6** above, shall be \$61,287.20, payable monthly at the rate of \$5,107.27.

(b) There shall be an annual adjustment (hereinafter called the "Adjustment") in the Annual Fixed Rent effective each anniversary of the Commencement Date calculated by multiplying the Annual Fixed Rent by 1.02, representing an annual 2% increase. For example, in the second fiscal year of the Lease, the Annual Fixed Rent would equal  $\$61,287.20 \times 1.02$ , or \$62,512.94.

(c) The Town requires an annual Capital Contribution to be paid to offset the costs of maintaining the building. The annual Capital Contribution is equal to \$0.50 per square foot of the Demised Premises, or \$4,316.00, payable monthly at the rate of \$359.67. This cost remains fixed throughout the life of the Lease and is not subject to the Adjustment.

#### **SECTION 8. PAYMENT OF ADDITIONAL RENT**

(a) Except as otherwise specifically provided herein, any sum, amount, items, or charges designated or considered as Additional Rent in this Lease shall, following written notice to the Tenant, on or before the thirtieth (30th) day after giving of such notice to the Tenant, be paid by the Tenant to the Landlord, without any setoff or deduction, at the Landlord's Original Address, or at such other location as the Landlord may designate. Any such notice shall specify in reasonable detail the basis of such Additional Rent. The Landlord and the Tenant may negotiate in writing a schedule for payment of Additional Rent that exceeds the thirty (30) days specified in this **Section 8**.

#### **SECTION 9. OPERATING EXPENSES**

(a) This Lease is intended to be a net lease; thus, the Tenant(s) shall be billed for, and directly pay, the Operating Expenses attributed to the Demised Premises during the Term of this Lease in accordance with the provisions of this **Section 9**. The Operating Expenses attributed to the Demised Premises shall be equal to that portion of the Operating Expenses as the Demised Premises is to the Building (37%). Until the Building is fully tenanted, the Landlord shall bill the Tenant directly for the Tenant's share of the Operating Expenses. Since there may be two tenants in the Building in the future, and there are Operating Expenses that cannot be calculated and billed separately to each tenant, beginning on the first full month after the Building is fully tenanted, the tenants shall be billed for all such Operating Expenses. The tenants shall jointly designate a tenant who will be responsible for submitting payment for all Operating Expenses (the "Designated Tenant"). The Designated Tenant shall be responsible for paying all such bills, and collecting the other tenants' shares of said bills. Any lease between the Landlord and any other tenant in the Building shall provide for this system for the payment of Operating Expenses accordingly, and the Landlord shall promptly notify the Tenant when the Landlord enters into a new lease with a tenant so the Tenant can contact the new tenant to reach an agreement with respect to the designation of a Designated Tenant. The Designated Tenant shall submit to the Landlord, and all other vendors supplying any service that generates an Operating Expense, the Designated

Tenant's name, contact person, billing address, and contact telephone number, together with notification that bills are to be billed and submitted to the Designated Tenant.

(b) Operating Expenses as used in this Lease shall mean any costs and expenses for:

(i) utilities used to supply light, heat, ventilation and air-conditioning to the Building, and power to the machinery and equipment in the Building, such as electricity, oil, or gas;

(ii) water and sewer use;

(iii) janitorial, custodial, and security services, including costs of parking lot attendants and police details;

(iv) maintenance, repair, and replacement of equipment and fixtures, including floors, carpeting, and walls (excluding capital improvements);

(v) maintenance and repair of the Building (excluding capital improvements); however, with respect to the Land the provisions of **Subsection (c) of Section 11**, Care of Demised Premises below, shall apply; and,

(vi) other similar expenses of operation now or hereafter required for the Building and Land (excluding capital improvements).

(c) Except as otherwise set forth in this Lease, the Tenant shall not be responsible for costs and expenses relating to the capital improvements or replacement, or any financing or refinancing, of the Building or Land, including, without limitation, interest, principal, and other payments, ground rents, closing costs, attorneys' fees, points, fees, and commissions, or fines and penalties incurred by the Landlord due to violations by the Landlord of any governmental rule, or the Landlord's advertising and promotional expenditures, or real estate brokerage commissions, other than as arising in connection with the Landlord's exercise of its default remedies under **Section 26** below. It is the understanding of the Landlord and the Tenant that all of the Landlord's costs and expenses associated with the Building and the Land, including management costs associated with the Building and the Land, are included within Operating Expenses (excluding capital improvements).

(d) Notwithstanding the provisions of **Subsection (a)** above of this **Section 9**, and except as otherwise set forth in this Lease, including, but not limited to, the provisions of **Subsection (a) of Section 11**, Care of Demised Premises below, Operating Expenses do not include:

(i) finders' fees and real estate brokers' commissions;

(ii) capital improvements;

(iii) the cost of repairs due to casualty or condemnation that are reimbursed by third parties;

(iv) any cost due to the Landlord's breach of this Lease;

(v) any real estate, income, estate, inheritance, or other

transfer tax, and any excess profit, franchise, or similar taxes on the Landlord;

(vi) the Landlord's general overhead, and general and administrative expenses;

(vii) advertising and promotional expenditures and costs of signs in or on the Building identifying the owner of the Building;

(viii) costs incurred in connection with upgrading the Building to comply with any governmental law or regulation, unless such upgrading is required by the Tenant's use of the Demised Premises;

(ix) any and all costs of hazardous materials in or about the Building not placed therein by the Tenant;

(x) costs arising from latent defects in the base, shell, or core of the Building, or repair thereof; and,

(xi) any other expenses that, in accordance with generally accepted accounting principles consistently applied, would not normally be treated as operating expenses by landlords of comparable buildings in the area of the Building.

#### **SECTION 10. REMOVAL OF ORDINARY WASTE**

(a) As long as the Tenant is not in default beyond grace periods under any of the terms, covenants, or conditions of this Lease on the Tenant's part to be observed or performed, the Landlord shall cause ordinary waste to be removed from the Demised Premises.

#### **SECTION 11. CARE OF DEMISED PREMISES**

(a) Except as provided in Section 22, the Tenant shall act with care in its use and occupancy of the Demised Premises, and the fixtures, and equipment therein, and its use of the Tenant's Special Installations; and, at the Tenant's sole cost and expense, shall make all non-structural and non-capital repairs and replacements to the Demised Premises necessary to keep the same in the same condition they are now in, or may hereafter be put by the Landlord or the Tenant (taking and normal wear and tear excepted). Without limiting the generality of the foregoing, the repairs and replacements to the Demised Premises for which the Tenant is responsible include: the surfaces of the interior walls; all electrical, plumbing, sprinkler, sewage, air conditioning, ventilating and heating equipment, and facilities that serve the Demised Premises, and the wiring, pipes, motors, and fixtures used in connection therewith to the extent that those items serve the Demised Premises exclusively; all doors, door moldings and frames; all automatic door opening installations; all windows, window moldings, and building appliances, meters, fixtures, and equipment appurtenant to, and serving exclusively, the Demised Premises. The Tenant shall also replace any glass that may be changed or broken with glass of the same quality. The Tenant shall keep the stairwells, corridors, land areas, access walks, and parking areas free of debris and equipment that is associated with Tenant's use, and personal property of the Tenant, except as the Landlord may otherwise consent in writing in its sole and absolute discretion. The

tenants shall have the responsibility at their expense in keeping the Demised Premises free of ice and snow. Notwithstanding anything set forth in this **Section 11(a)** or otherwise in this Lease to the contrary, the Tenant shall not be required to make any Capital Improvements, as defined in **Section 1** above, to the Demised Premises.

(b) Except as otherwise provided in **Subsection (a)** above of this **Section 11**, the Landlord shall make, as and when necessary, structural repairs to the Demised Premises. The Landlord's obligations under the immediately preceding sentence shall not occur until after notice by the Tenant to the Landlord of the necessity of any specific repair. If the structural repairs required to be made by the Landlord hereunder would exceed \$50,000 in cost, the Landlord may terminate this Lease on thirty (30) days written notice to the Tenant.

(c) The Tenant, at the Tenant's sole cost and expense, shall make all repairs and replacements, structural or otherwise, necessitated or occasioned by the acts, omissions, or negligence of the Tenant, or any person claiming through or under the Tenant, or by the use or occupancy, or manner of use or occupancy, of the Demised Premises by the Tenant, or any such person.

## **SECTION 12. ALTERATIONS AND INSTALLATIONS BY TENANT**

(a) The Tenant shall not make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Demised Premises (referred to collectively as "Alterations") without the Landlord's prior written consent, which may be granted or withheld by the Landlord in its sole and absolute discretion, except that the Tenant may paint the Demised Premises and install non-structural partitions within the Demised Premises with the Landlord's written consent, which will not be unreasonably withheld. Notwithstanding the foregoing provisions of this paragraph, or the Landlord's consent to any Alterations, all Alterations, whether made prior to or during the Term of this Lease, shall be made and performed in conformity with, and subject to, the following provisions: all Alterations shall be made and performed at the Tenant's sole cost and expense, and at such time and in such manner as the Landlord may reasonably from time to time designate; Alterations shall be made only by contractors or mechanics approved by the Landlord, such approval not unreasonably to be withheld or delayed; the Tenant shall submit to the Landlord reasonably detailed plans and specifications for each proposed Alteration, and shall not commence any such Alteration without first obtaining the Landlord's approval of such plans and specifications; prior to the commencement of each proposed Alteration, the Tenant shall furnish to the Landlord a duplicate original policy of comprehensive public liability insurance (including property damage coverage) in which the Landlord and its agents shall be named as parties insured, which policies shall be issued by companies, and shall be in form and amounts reasonably satisfactory to the Landlord, and shall be maintained by the Tenant until the completion of such Alteration (the provisions of this paragraph shall not limit the requirements of the Tenant with respect to liability insurance as set forth in other articles of this Lease); all fireproof wood test reports, electrical and air-conditioning certificates, and all other permits, approvals, and certificates required by all governmental authorities shall be timely obtained by the Tenant and submitted to the Landlord; notwithstanding the Landlord's approval of plans and specifications for any Alteration, all Alterations shall be made and performed in full compliance with all applicable laws, orders, and

regulations of federal, state, county, and municipal authorities, and with all directions, pursuant to law, of all public officers, and with all applicable rules, orders, regulations, and requirements of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association, or any similar body having a similar function; all Alterations shall be made and performed in accordance with the Tenant Rules and Regulations set forth herein (see also **Section 19**); all materials and equipment to be incorporated in the Demised Premises as a result of all Alterations shall be of good quality.

(b) Except to the extent specifically provided in **Subsection (d)** below of this **Section 12**, all appurtenances, fixtures, improvements, additions, and other property attached to, or installed in the Demised Premises, whether by the Landlord or the Tenant or others, and whether at the Landlord's expense, or the joint expense of the Landlord and the Tenant, which are of a permanent nature, or which cannot be removed without structural damage to the Building, shall be and remain the property of the Landlord. Any replacements of any property of the Landlord, whether made at the Tenant's expense or otherwise, shall be and remain the property of the Landlord. Notwithstanding the foregoing, the Landlord may require the Tenant to remove at its expense any property that the Tenant has attached to the Demised Premises that, under the terms hereof, would not be removed by the Tenant from the Demised Premises at the expiration of the Term of this Lease, by giving the Tenant written notice at least one hundred twenty (120) days prior to the termination of this Lease, and the Tenant shall remove such property at its expense and restore the Demised Premises to the condition they were in prior to the installation of said property.

(c) All furniture, furnishings and equipment (but not the Building equipment, such as heating, ventilating and air-conditioning equipment), including without limitation, murals, carpets, rugs laid on top of carpets (but not wall-to-wall carpeting), business machines and equipment, partitions which are moveable, and any moveable property, installed by or at the expense of the Tenant shall remain the Property of the Tenant, and are referred to herein as "the Tenant's Special Installations". The Tenant may at its expense remove all or any part of said property at any time during the Term of this Lease, and shall at its expense remove all of said property at the expiration, or other termination of the term hereof, unless the Landlord shall otherwise consent in writing. Upon removal of any or all of said property the Tenant shall then repair all damage caused by said removal, as provided in **Section 11** above.

(d) Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished, or to be furnished, to the Tenant upon credit, and that no mechanic's or other lien, or any such labor or material, shall attach to or effect the reversion or other estate or interest of the Landlord in and to the Demised Premises. Whenever, and as often as, any mechanic's lien shall have been filed against the Demised Premises based upon any act or interest of the Tenant, or of anyone claiming through the Tenant, or if any lien or security interest with respect thereto, shall have been filed affecting any materials, machinery, or fixtures used in the construction, repair, or operation thereof, or annexed thereto, by the Tenant or its successors in interest, the Tenant shall forthwith take such action by bonding, deposit, or payment as will remove or satisfy the lien or other security interest, and in default thereof after the expiration of thirty (30) days after notice to the Tenant, the Landlord, in addition to any other remedy under this Lease, may pay the amount secured by such lien or security

interest, or discharge the same by deposit, and the amount so paid or deposited shall be collectible as Additional Rent. The provisions of this **Subsection 12(d)** shall not be applicable to liens filed with respect to work done for the Tenant's account by the Landlord.

**SECTION 13. TENANT'S SIGNS**

(a) The Tenant shall not display or erect any lettering, signs, advertisements, awnings, or other projections on the exterior of the Demised Premises, other than currently approved signs, without the Landlord's approval, which approval shall be at the sole and absolute discretion of the Landlord. If approved by the Landlord, signage must also be permitted in accordance with applicable provisions of the Arlington Zoning Bylaw, and of other applicable statutes, bylaws, rules, and regulations.

**SECTION 14. CONDITION OF DEMISED PREMISES**

(a) The Tenant agrees that it is leasing and accepting the Demised Premises in an "as is" condition as of the Commencement Date, and that the Landlord does not have any obligations of any nature in connection with the preparation of said Premises for the Tenant's occupancy. The Tenant acknowledges that the Tenant has inspected the Demised Premises, and the Tenant is satisfied with the condition of the Demised Premises. The Tenant at its sole cost and expense shall install in, and keep and maintain in, the Demised Premises all safety appliances, permits, and equipment in conformity with any governmental law, rule, or regulation applicable to its use of the Demised Premises.

(b) Notwithstanding anything set forth herein to the contrary, the Tenant shall have no responsibility:

(i) for the containment of asbestos existing in the Demised Premises as of the Commencement Date, except that the Tenant shall take no actions that will cause the asbestos in the Demised Premises (if any) to become friable, and shall give immediate written notice to the Landlord upon discovering friable asbestos in the Demised Premises; or,

(ii) for causing the Building to be put into compliance with the requirements (if any) of the Americans with Disabilities Act or the Massachusetts Architectural Access Board, unless the Tenant elects to comply with said requirements.

**SECTION 15. USE OF DEMISED PREMISES & COMMON AREAS**

(a) The Tenant shall use and occupy the Demised Premises for normal educational uses consistent with the character and dignity of the Demised Premises and the neighborhood (including Landlord's development and use by other tenants), and for no other purpose. The Tenant may use the Demised Premises for its intended purposes during Business Days. Notwithstanding the foregoing, the Tenant may make occasional use of the Demised Premises without the Landlord's written permission on weekends and evenings; provided, however, if the Landlord, in the Landlord's sole discretion, determines that such occasional use is disruptive or the source of complaints, then the Landlord may require its written permission to be sought for all uses of the



Demised Premises outside the daytime hours on Business Days as described above, which permission may be withheld in its sole and absolute discretion.

(b) The Landlord may designate a portion of the Land for the exclusive use of the Tenant during portions of a Business Day; provided, however, that said area of Land shall be available at other times for use by other tenants and the general public. The Landlord shall allow public access only to the public playground to the side of the Building, not the school yard behind the Building.

(c) The Tenant shall have the right to use the open space and play areas on the site during normal school hours, but not to the exclusion of the public. Nothing in this Lease shall be construed to interfere or infringe upon the Landlord's obligation to maintain the entire open space and play areas for the recreational use of the residents of the Town of Arlington as they had been accustomed to during the time when the Demised Premises was a public school, which recreational use shall at all times continue during the Term of this Lease.

(d) The Tenant shall have normal use of the common areas of the Building.

#### **SECTION 16. QUIET ENJOYMENT**

(a) The Landlord covenants and agrees that, upon the Tenant's paying the Annual Fixed Rent and any Additional Rent payable hereunder, and performing and observing the covenants and provisions of this Lease on its part to be performed and observed, the Tenant shall peaceably and quietly enjoy the Demised Premises subject to the provisions of this Lease.

#### **SECTION 17. LANDLORD'S ACCESS TO DEMISED PREMISES**

(a) The Landlord during the Term of this Lease may enter the Demised Premises for the purposes of performing its covenants under the Lease.

(b) The Tenant shall permit the Landlord, or any public utility, to erect, use, and maintain pipes, ducts, and conduits in and through the Demised Premises, provided the same are installed at such times, and by such methods and in such locations, as will not materially interfere with the Tenant's use of the Demised Premises. The Landlord, or any public utility, or their agents, shall have the right, upon reasonable advance written notice, to enter and/or pass through the Demised Premises, or any part or parts thereof, to examine the same, and to show them to Mortgagees, and to prospective purchasers, Mortgagees, or lessees, and for the purpose of operation and maintenance, including but not limited to, necessary repairs, installations, alterations, and replacements that the Landlord may choose to make, provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused thereby, and shall return all finished surfaces to the same condition they were in immediately prior to such repairs, installations, alterations, and replacements, subject, however, to zoning and building laws then in existence.

(c) The Landlord shall also have the right to have its personnel enter and/or pass through the Demised Premises, or any part thereof, at any

reasonable time, and the Landlord may enter the Demised Premises, or any part thereof, at such other times when such entry shall be required by circumstances of emergency affecting the Demised Premises; provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused by any such entry.

(d) During the twelve (12) months prior to the expiration of the Term of this Lease, the Landlord may, upon reasonable written notice to the Tenant, exhibit the Demised Premises to prospective tenants, provided, however, that the Landlord uses all reasonable efforts to minimize interference with the Tenant's use and occupancy of the Demised Premises caused thereby. If the Tenant shall have removed all of the Tenant's property therefrom, the Landlord may enter and alter, renovate, and redecorate the Demised Premises, or any part thereof, without diminution or abatement of Annual Fixed Rent or other compensation.

(e) The Landlord shall be allowed to take all material into and upon the Demised Premises that may be required for repairs or alterations without the same constituting an eviction of the Tenant in whole or in part while such repairs or alterations are being made, by reason of loss or interruption of the operations of the Tenant, provided the Landlord proceeds with diligence and continuity to complete the same, and uses all reasonable efforts to minimize the interference with the Tenant's use and occupancy of the Demised Premises caused thereby.

#### SECTION 18. COMPLIANCE WITH LAWS, ETC.

a) Except as otherwise set forth in this Lease, the Tenant shall, at its sole cost and expense, comply with the requirements of every applicable present or future law, ordinance, bylaw, rule, or order of federal, state, county, and municipal authority, including obtaining any licenses, permits, or approvals therefrom, and with any direction made pursuant to law of any public officer or officers, with respect to the Tenant's use of the Demised Premises, including the making of any Alteration allowed hereunder, structural or otherwise, to the Demised Premises, and with respect to any abatement of nuisance, violation, order, or duty arising from the Tenant's use of the Demised Premises, or from conditions created by or at the instance of the Tenant, or required by reason of a breach of any of the Tenant's covenants or agreements hereunder. If the Tenant receives written notice of any violation of law, ordinance, bylaw, rule, order, or regulation applicable to the Demised Premises, it shall give prompt notice thereof to the Landlord. However, this paragraph shall not require the Tenant to comply with, nor bring the Demised Premises into compliance with any future law, ordinance, bylaw, rule, or order of federal, state, county, and municipal authority, if the Tenant's use thereof is pre-existing and legally "grandfathered".

(b) The Tenant shall not do, or permit to be done, any act or thing upon the Demised Premises that will invalidate, or be in conflict with, the Massachusetts standard form of fire, boiler, sprinkler, water damage, or other insurance policies, if any, covering the Demised Premises, and will not bring, or keep anything on, the Demised Premises, except as provided in **Subsection (d)** below of this **Section 18**, that shall increase the rate of any such insurance policy. The Tenant shall comply, in the conduct of its business, and in the making of any Alterations, with all rules, orders, regulations, or requirements of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association, or any other body having a

similar function, and exercising jurisdiction over the Demised Premises.

(c) If, by reason of any failure of the Tenant to comply with any provision of this Lease, the rate of fire, boiler, sprinkler, water damage, or other insurance, if any (with or without extended coverage), on the Demised Premises, or equipment of the Landlord, shall be higher than it otherwise would be, the Tenant shall pay the same, or pay the Landlord as Additional Rent an amount equal to that part of the premiums for such insurance thereafter paid by the Landlord that shall have been charged because of such failure by the Tenant. In the event that any dispute should arise between the Landlord and the Tenant, a schedule or "make up" of rates for the Demised Premises issued by the New England Fire Insurance Rating Association, or any similar body having a similar function, shall be conclusive evidence of the facts therein stated, and of the several items and charges in the rate for any such insurance then applicable to the Demised Premises.

(d) The Tenant covenants and agrees to comply with all federal, state, and local laws, rules, regulations, ordinances, and by-laws thereunder governing the use, storage, and disposal of hazardous materials and oil (as hereinafter defined), and in connection therewith the Tenant agrees that the Tenant shall:

(i) not store or dispose of any hazardous material or oil on the Demised Premises, except in compliance with all laws, ordinances, and regulations pertaining thereto;

(ii) neither directly nor indirectly transport, or arrange for the transport of, any hazardous material or oil, except in compliance with all laws, ordinances, and regulations pertaining thereto;

(iii) take all such action, including, without limitation, the conducting of engineering tests when reasonably required to confirm that no hazardous material or oil has been released on or from the Demised Premises, and to access, contain and remove any such hazardous material or oil on the Demised Premises required by applicable law, rule, or regulation; such action shall be at the sole cost and expense of the Tenant if it is determined that hazardous material or oil are present upon the Demised Premises as a result of the activities of the Tenant, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors;

(iv) provide the Landlord with written notice:

(aa) upon the Tenant's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil, at or from the Demised Premises;

(bb) upon the Tenant's receipt of any notice to such effect from any federal, state or other governmental authority; and,

(cc) upon the Tenant's obtaining knowledge of any occurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss the Tenant may be liable.

(e) The Tenant shall indemnify, defend and hold the Landlord harmless of any claim brought or threatened against the Landlord by any federal,

state, or local governmental agency or authority, or any other person (as well as from attorneys' fees and expenses in connection therewith), on account of the release of hazardous material or oil on or from the Demised Premises, by the Tenant, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors, or the failure by the Tenant to comply with the terms and provisions hereof, each of which may be defended, compromised, settled, or pursued by the Landlord with counsel of the Landlord's selection, but at the expense of the Tenant. This indemnification shall survive the expiration or other termination of this Lease.

(f) In the event that the Tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal, or storage of hazardous materials or oil on the Demised Premises the Landlord may, at its election, but without obligation to do so, take any and all actions that the Landlord deems necessary to cure said failure of compliance, and any and all amounts paid as a result thereof, together with interest thereon at the default rate set forth in **Section 26 below** from the date of payment, shall be immediately due and payable by the Tenant to the Landlord as Additional Rent; or the Landlord by the payment of any assessment, claim or charge may, if the Landlord sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against the Tenant, but such payment shall not be deemed to relieve the Tenant from any default hereunder, or impair any right or remedy with respect thereto.

(g) The terms "hazardous material(s)", "oil", "release", and threat of release" shall have the same meanings given those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq., the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, and the Massachusetts Oil and Hazardous Material Release Prevention Act, M.G.L. Chapter 21E, as amended from time to time, and in other applicable federal and state laws as amended from time to time.

#### **SECTION 19. COMPLIANCE WITH TENANT RULES AND REGULATIONS**

(a) The Tenant and the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, and visitors shall observe faithfully, and comply strictly with, the Tenant Rules and Regulations annexed hereto at the end of this Lease, and such other and further reasonable rules and regulations as the Landlord may from time to time hereafter adopt, not inconsistent with the provisions or intent of this Lease. In case the Tenant disputes the reasonableness of any additional rule or regulation hereafter made or adopted by the Landlord, the parties hereto agree to submit the question of the reasonableness of such rule or regulation for decision to the Arlington Board of Selectmen, or to such impartial person or persons as the Landlord and the Tenant hereto may designate, whose determination shall be final and conclusive upon the parties hereto. The Tenant may not dispute the reasonableness of any additional rule or regulation unless the Tenant's intention to do so shall be asserted by written notice given to the Landlord within fifteen (15) days after written notice is given to the Tenant of the adoption of any such additional rule or regulation.

(b) The Tenant Rules and Regulations are intended to apply only to the Tenant; therefore, the Landlord shall not be liable to the Tenant for

violation of the Tenant Rules and Regulations by the Landlord's agents, clients, contractors, employees, invitees, licensees, servants, and visitors.

**SECTION 20. LANDLORD'S LIABILITY; INDEMNITY**

(a) Except for damage or injury arising from any negligence of or omission by the Landlord, the Landlord shall not be liable for any damage or injury to person or property of the Tenant, or of any person, done or occasioned by or from the heating, ventilating, or air-conditioning systems; electric wiring; plumbing dampness; water, gas, steam, or other pipes; or sewage; or the breaking of any electric wire; the bursting, leaking, or running of water from any tank, washstand, water closet, waste pipe, sprinkler system, radiator, or any other pipe in, above, upon, or about the Demised Premises, or which may at any time hereafter be so placed; or for any damage to the Tenant's Special Installations, Alterations, or the Tenant's personal property occasioned by fire, explosion, falling plaster, electricity, smoke or wind; or water, snow, or ice being upon or coming through or from the street, roof, subsurface, skylight, trap-door, windows, or otherwise; or for any damage or injuries to persons or property arising from acts or neglect of any tenant or occupant of the Demised Premises, or any owners or occupants of adjacent or contiguous property; or for the loss or theft of any property of the Tenant however caused, including loss of property entrusted to employees of the Landlord; or for any loss, damage, or expense of the Tenant as a result of the Landlord's termination of this Lease under any provisions of this Lease. The Landlord shall not be liable for any latent defects in the Demised Premises.

(b) To the extent permitted by law, the Tenant shall indemnify and save harmless the Landlord and its agents, clients, contractors, employees, invitees, licensees, servants, and visitors, against and from all liabilities, obligations, damages, penalties, claims, costs, and expenses, including reasonable attorneys' fees, paid, suffered, or incurred as a result of any breach by the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors, of any covenant or condition of this Lease; or as a result of the carelessness, negligence, or improper conduct of the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors; or as a result of the release of hazardous substances or materials on the Demised Premises arising from, or resulting from, the activities of the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors; or as a result of any injury or damage to any person or property upon or about the Demised Premises arising out of the use, or occupancy, of the Demised Premises by the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, client, contractor, employee, invitee, licensee, servant, or visitor of any sub-tenant. In case any action or proceeding is brought against the Landlord by reason of any such claim, the Tenant, upon written notice from the Landlord, will, at the Tenant's expense, resist or defend such action or proceeding by counsel, approved by the Landlord in writing, such approval not to be unreasonably withheld.

**SECTION 21. STOPPAGE OF SERVICES, INABILITY TO SUPPLY SERVICES**

(a) The Landlord reserves the right to temporarily stop the service

of heating, air-conditioning, if any, ventilating, elevator, if any, plumbing, electricity, or other mechanical systems or facilities in the Demised Premises, if necessary by reason of accident or emergency, or for repairs, alterations, replacements, additions, or improvements that, in the reasonable judgment of the Landlord, are desirable or necessary, until said repairs, alterations, replacements, additions, or improvements shall have been completed. In the event of such stoppage, the Landlord shall use all reasonable means to expeditiously resume said stoppage. The exercise of such right by the Landlord shall not constitute an actual or constructive eviction, in whole or in part, or relieve the Tenant from any of its obligations under this Lease, including without limitation, the obligation of the Tenant to make repairs, or impose any liability upon the Landlord or its agents by reason of inconvenience or annoyance to the Tenant, or injury to, or interruption of, the Tenant's business, or otherwise; or entitle the Tenant to any abatement or diminution of rent. Except in case of emergency repairs, the Landlord will give the Tenant reasonable advance notice of any contemplated stoppage of any such systems or facilities pursuant to the foregoing, and will use diligence to complete any such repairs, alterations, replacements, additions, or improvements promptly. The Landlord shall also perform any such work in a manner designed to minimize interference with the Tenant's normal business operations, and will work with the Tenant prior to the commencement of said work to define a schedule for the completion of said work.

(b) If the Landlord shall fail to supply, or be delayed in supplying, any service expressly or impliedly to be supplied under this Lease, or shall be unable to make, or be delayed in making, any repairs, alterations, additions, improvements, or decorations, or shall be unable to supply, or be delayed in supplying, any equipment or fixtures, and if such failure, delay or inability shall result from Unavoidable Delays, such failure, delay, or inability shall not constitute an actual or constructive eviction, in whole or in part, nor impose any liability upon the Landlord or its agents by reason of inconvenience or annoyance to the Tenant, or injury to, or interruption of, the Tenant's use, business or occupation, or otherwise, or entitle the Tenant to any abatement or diminution of rent.

## **SECTION 22. DAMAGE BY FIRE OR OTHER CASUALTY**

(a) Notwithstanding anything to the contrary in this Lease, in the event of loss of, or damage to, the Demised Premises by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(i) If the Demised Premises or any part thereof shall be damaged by fire or other insured casualty, the Tenant shall give prompt notice thereof to the Landlord, and the Landlord, upon receiving such notice, shall proceed promptly and with reasonable diligence (unless this Lease is terminated as hereinafter provided in this **Section 22**), subject to Unavoidable Delays and a reasonable time for adjustment of insurance losses, to repair, or cause to be repaired, such damage, to the extent as can be reasonably accomplished from the net proceeds of insurance actually received by, or made available to, the Landlord, in a manner designed to minimize interference with the Tenant's occupancy (but with no obligation to employ labor at overtime or other premium pay rates) and substantially to the same condition the Demised Premises were in immediately prior to such damage, subject, however, to zoning and building laws then in existence. The

Landlord shall have no liability for delays in repairing the Demised Premises as in this Lease provided. If the Demised Premises or any part thereof shall be rendered untenable by reason of such damage, the Fixed Rent, any Additional Rent and Capital Contribution shall proportionately abate with respect thereto for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Demised Premises rendered untenable. However, if, prior to the date when all of such damage shall have been repaired, any part of the Demised Premises so damaged shall be rendered tenantable and shall be used or occupied by the Tenant or any person or persons claiming through or under the Tenant, then the amount by which the Fixed Rent, Additional Rent and Capital Contribution shall abate shall be equitably apportioned for the period from the date of any such use.

(ii) If as a result of fire or other casualty (whether insured against or not) 25% or more of the Demised Premises is rendered untenable, the Landlord or the Tenant, within forty-five (45) days from the date of such fire or casualty, may terminate this Lease by written notice to the other party, specifying a date, not less than twenty (20) nor more than forty (40) days after the giving of such notice, on which the Term of this Lease shall expire as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease. The Fixed Rent, and Additional Rent as applicable, shall be apportioned as of the date of such fire or other casualty. If this Lease is not so terminated, then the Landlord shall proceed to repair the damage to the Demised Premises, if any shall have occurred, and the Fixed Rent, Additional Rent and Capital Contribution as applicable, shall meanwhile be apportioned and abated, all as provided in **Subsection (a) (i)** above of this **Section 22**.

(b) The Landlord shall not be required to repair or replace any of the Tenant's Special Installations or Alterations, or any other personal property of the Tenant, and no damages, compensation, or claim shall be payable by the Landlord for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Demised Premises.

(c) The provisions of this **Section 22** shall be considered an express agreement governing any instance of damage or destruction of the Demised Premises by fire or other casualty, and any law now or hereafter in force providing for such a contingency in the absence of express agreement shall have no application.

#### **SECTION 23. PROPERTY INSURANCE**

(a) Beginning on the Execution Date of this Lease, and continuing until the expiration or earlier termination of the Term of this Lease, the Tenant shall, at its expense, carry insurance on the Demised Premises and the improvements used in connection with, or appurtenant to, the Building, or relating to the Demised Premises, insuring against loss or damage by fire, windstorm, or other casualty included in the perils covered by standard property insurance policies with extended coverage; and insuring against vandalism, malicious mischief, and such other risks of a similar or dissimilar nature as shall be insurable against under present or future forms of property insurance policies that are standard for use in the Commonwealth of Massachusetts; such insurance shall be in amounts sufficient to comply with any co-insurance clause applicable to the location and character of the Building, or to the improvements used in connection with, or appurtenant to



the Building, or relating to the Demised Premises, and in any event, in amounts not less than 80% with respect to fire coverage insurance, or in the case of extended coverage, 100%, of the then repair and replacement cost of the property insured; during any construction periods, the Tenant shall carry or cause to be carried builder's risk coverage in amounts appropriate for the construction work undertaken. The Tenant shall, throughout the Term of this Lease, at its expense, keep the Tenant's Special Installations insured against all loss or damage by fire with extended coverage in an amount sufficient to prevent the Tenant from becoming a co-insurer. Such policy or policies of insurance covering the Demised Premises shall contain endorsements wherein and whereby the Landlord shall be given thirty (30) days' advance written notice of any cancellation or reduction in insurance under, or material amendment of, any policy and/or any endorsement issued after the date of such policy. Such policies shall be with responsible insurance companies reasonably satisfactory to the Landlord, and licensed to do business in the Commonwealth of Massachusetts that have a rating of at least "A-" and are within a financial size category of not less than "Class VIII" in the most current Best's rating guide. Prior to Delivery of Possession of the Premises to the Tenant, the Tenant shall deliver to the Landlord duplicate originals of such insurance. All such policies affecting the Demised Premises shall name the Landlord, the holder of any mortgage affecting the Demised Premises, and the Tenant as parties insured thereto, as their respective interests may appear.

(b) As provided in this **Section 23**, in the case of any loss or damage covered by such insurance carried by either the Landlord or the Tenant, the proceeds of such insurance applicable to the Demised Premises, but excluding the proceeds applicable to the Tenant's Special Installations or Alterations and personal property, which items are the responsibility of the Tenant as provided in **Section 22(b)** above, and the amounts for which are separately scheduled on any applicable policy, shall be devoted by the Landlord, so far as may be required, to the repair, rebuilding, or restoration of the Demised Premises as required under the terms of this Lease, provided, however, that this Lease shall not have been terminated by the Tenant or the Landlord under the provisions of **Section 22** above. The insurer shall pay such proceeds to the Landlord to hold for disposition in accordance with the terms of this Lease. Any such proceeds not required to repair, rebuild, or restore the Demised Premises, or if this Lease is terminated in accordance with the provisions of **Section 22** above by either the Landlord or the Tenant, shall become and remain the property of the Landlord.

(c) Each policy of property insurance, in which the Landlord or the Tenant is not a named insured, taken out by either the Landlord or the Tenant, relating to the Demised Premises, or to any improvements used in connection with or appurtenant to the Demised Premises, or to the Tenant's Special Installations, shall contain, if available from the insurer, an appropriate clause or endorsement under which the insurer agrees that such policy shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses payable under such policy. Should any additional premium or fee be exacted for any such clause or endorsement, the party obligated to obtain the same shall be released from such obligation unless the other party shall pay such additional premium or fee. Provided that, and during such time as, such clause or endorsement is obtainable without additional premium or fee, or if not, after such additional premium or fee shall have been paid, the Landlord and the Tenant hereby waive all right of recovery which each might otherwise have against the other, its agents, clients, contractors, employees,

invitees, licensees, servants, or visitors for any loss or damage to the Demised Premises, or improvements used in connection with or appurtenant to the Demised Premises, or the Tenant's Special Installations, as the case may be, by reason of any peril insured against under any such policy, notwithstanding that such loss or damage may result from the negligence or fault of the other, its agents, clients, contractors, employees, employees, invitees, licensees, servants, or visitors.

(d) The Landlord and the Tenant will:

(i) if requested, notify the other as to the provisions of fire and extended coverage insurance policies obtained pursuant to **Subsection (a)** above of this **Section 23**; and,

(ii) notify the other promptly of any change of the terms of any such policy that would affect such provisions.

(e) To the extent that such action will not invalidate any policy of insurance (other than policies of fire and extended coverage insurance) taken out by the Landlord or the Tenant relating to the Demised Premises, other improvements used in connection with and appurtenant to the Demised Premises or the Tenant's Special Installations, as the case may be, and to the extent of actual recovery under such policy, the Landlord and the Tenant hereby waive all right of recovery which each might otherwise have against the other, its agents, clients, contractors, employees, invitees, licensees, servants, and visitors for any loss or damage to the Demised Premises or the Tenant's Special Installations as the case may be, by reason of any peril insured against under any such policy, notwithstanding that such loss or damage may result from the negligence or fault of the other, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors.

(f) The Tenant understands and acknowledges that the Landlord is, and intends to remain, a self-insurer, and does not have, and does not intend to obtain in the future, any physical property insurance covering the Demised Premises.

#### **SECTION 24. TENANT'S LIABILITY INSURANCE**

(a) The Tenant shall, at its expense, beginning on the Execution Date of this Lease, and throughout the Term of this Lease, maintain commercial general liability insurance against claims for damages for bodily injury or death occurring upon, in, or about the Demised Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$2,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage. Such comprehensive general liability insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Demised Premises, provided that the protection afforded thereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Demised Premises, and provided further that in all other respects any such policy shall comply with the other provisions of this **Section 24**.

(b) All insurance provided in this **Section 24** shall be effected under valid and enforceable policies issued by insurers, satisfactory to the Landlord, of generally recognized responsibility, licensed to do, and doing,

business in the Commonwealth of Massachusetts, and shall name the Landlord as an insured. Copies of required insurance policies, plus certificates of insurance, shall be delivered by the Tenant to the Landlord within ten (10) days of the execution of this Lease. The Tenant shall submit copies of successor policies and certificates of insurance to the Landlord on an annual basis within thirty (30) days of renewal of policies. The Tenant shall also furnish to the Landlord upon the Commencement Date, and thereafter from time to time at the Landlord's request, a certificate signed by an executive officer of the Tenant certifying that the insurance required under this **Section 24** is in force, that such insurance complies with the provisions of this **Section 24**, and that the premiums thereon have been paid.

(c) All policies of insurance required under this **Section 24** shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be canceled or changed without at least thirty (30) days' prior written notice to the Landlord.

(d) The insurance policies required by this Lease shall specifically cover the indemnity provisions of this Lease. The Tenant shall be considered in default of this Lease if any of the required insurance coverages expires, lapses, or is otherwise not valid.

#### **SECTION 25. DEFAULT OF TENANT**

(a) If at any time subsequent to the date of this Lease, any one or more of the following events (herein referred to as "Default of the Tenant") shall happen:

(i) the Tenant shall default in the due and punctual payment of any charge or amount payable hereunder, and such default shall continue for fifteen (15) days after written notice to the Tenant from the Landlord (for purposes of the Landlord's availing itself of its remedies at law, any charges or amounts payable hereunder shall be deemed "rent"); or,

(ii) the Tenant shall neglect or fail to perform, or observe, any other covenant herein contained on the Tenant's part to be performed, or observed; and the Tenant shall fail to remedy the same within thirty (30) days after written notice to the Tenant from the Landlord specifying such neglect or failure; or, if such Default of the Tenant is of such a nature that the Tenant cannot reasonably remedy the same within such thirty (30)-day period, the Tenant shall fail to commence promptly to remedy the same within such thirty (30)-day period, and to prosecute such remedy to completion with diligence and continuity; or,

(iii) the Tenant shall make an assignment for the benefit of creditors; or,

(iv) the Tenant's leasehold interest in the Demised Premises shall be taken on execution, or by other process of law (other than a Taking), directed against the Tenant; or,

(v) the Tenant shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself, under any present or future federal, state, or other statute, law, or regulation for the relief of

debtors; or shall seek or consent to acquiesce in, the appointment of any trustee, receiver, or liquidator of the Tenant, or of all or any substantial part of its properties; or shall admit in writing its inability to pay its debts generally as they become due; or,

(vi) a petition shall be filed against the Tenant in bankruptcy, or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, under any present or future federal, state, or other statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or if a debtor in possession (whether or not the Tenant), trustee, receiver, or liquidator of the Tenant, or of all or any substantial part of its properties, or of the Demised Premises, shall be appointed without the consent or acquiescence of the Tenant, and such appointment shall remain unvacated, or unstayed, for an aggregate of sixty (60) days (whether or not consecutive)--

then, in any such cases, the Landlord may at any time thereafter terminate this Lease by written notice to the Tenant, specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate, and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease; and the Tenant will then quit and surrender the Demised Premises to the Landlord, but the Tenant shall remain liable as hereinafter provided. All costs and expenses incurred by, or on behalf of, the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any Default of the Tenant, shall be paid by the Tenant.

(b) If this Lease shall have been terminated as provided in this **Section 25**, or if any execution or attachment shall be issued against the Tenant, or any of the Tenant's property, whereupon the Demised Premises shall be taken or occupied by someone other than the Tenant, then the Landlord may, without notice, re-enter the Demised Premises, either by force, summary proceedings, ejectment, or otherwise, and remove and dispossess the Tenant, and all other persons, and any and all property, from the same, as if this Lease had not been made, and the Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(c) In the event of such termination, the Tenant shall pay the Fixed Rent, and other sums payable hereunder, up to the time of such termination; and thereafter the Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Demised Premises shall have been re-let, shall be liable to the Landlord for, and shall pay to the Landlord, as liquidated current damages:

(i) the Fixed Rent, Capital Contribution, any Additional Rent, and other sums that would be payable hereunder if such termination had not occurred, LESS

(ii) the net proceeds, if any, of any re-letting of the Demised Premises, after deducting all expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such re-letting.

(d) the Tenant shall pay such current damages to the Landlord monthly

on the days on which the Fixed Rent would have been payable hereunder if this Lease had not been terminated, and the Landlord shall be entitled to receive the same from the Tenant, on each such day.

(e) At any time after such termination, whether or not the Landlord shall have collected any such current damages, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, on demand, as liquidated final damages, and in lieu of all such current damages beyond the date of such demand, an amount equal to the excess, if any, of:

(i) the Fixed Rent, any Additional Rent, and other sums as hereinbefore provided, that would be payable hereunder from the date of such demand (or, if it be earlier, the date to which the Tenant shall have satisfied in full its obligation under this **Section 25** to pay current damages) for what would be the then unexpired term of this Lease, if the same remained in effect, LESS

(ii) the then fair net rental value of the Demised Premises for the same period.

(f) In the computation of such liquidated final damages the amount by which any installment of Fixed Rent, any Additional Rent, and other sums shall exceed the fair and reasonable rental value of the Demised Premises for the period for which such installment of Fixed Rent, any Additional Rent, and other sums would have been payable, shall be discounted at the rate of 6% per annum to the date of such demand, or to the date to which the Tenant shall have satisfied in full its obligation to pay such current damages, as the case may be. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Demised Premises, or any part thereof, shall have been re-let by the Landlord for the period which would otherwise have constituted the unexpired portion of the Term of this Lease, or any part thereof, the amount of rent reserved on such re-letting shall be deemed, *prima facie*, to be the fair and reasonable rental value for the part, or the whole, of the Demised Premises so re-let during the term of re-letting.

(g) If any statute or rule of law governing a proceeding in which such liquidated final damages are to be proved shall validly limit the amount thereof to an amount less than the amount above agreed upon, the Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. Nothing contained in this **Section 25** shall be deemed to limit or preclude the recovery by the Landlord from the Tenant of the maximum amount allowed to be obtained in damages by any statute or rule of law, or of any sums or damages to which the Landlord may be entitled, in addition to the damages set forth in this **Section 25**.

(h) In case of any Default of the Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, the Landlord may

(i) re-let the Demised Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may, at the Landlord's option, be equal to or less than, or exceed, the period which would otherwise have constituted the balance of the Term of this Lease; and may grant concessions or free rent to the extent that the Landlord considers advisable and necessary to re-let the same; and,

(ii) make such alterations, repairs, and decorations in the Demised Premises as the Landlord, in its reasonable judgment, considers

advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations, repairs, and decorations shall not operate, or be construed, to release the Tenant from liability hereunder as aforesaid. The Landlord shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises, or, in the event the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting. The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Landlord obtaining possession of the Demised Premises, by reason of the violation by the Tenant of any of the covenants and conditions of this Lease.

(i) The Tenant acknowledges that any default in the timely payment of the monthly installments of Annual Fixed Rent will result in additional expense to the Landlord, to verify the default and collect the Rent. The Tenant acknowledges further that the actual cost to the Landlord in each particular case will vary according to the circumstances of the case, and that the determination of the precise costs would, in itself, result in considerable expense. Accordingly, the Tenant agrees that if any monthly installment of Annual Fixed Rent due under this **Section 25** is not paid prior to the fifth (5th) day of the month when due, the Tenant shall pay the Landlord a late charge of \$100 with respect to the delayed or defaulted installment, as liquidated damages in lieu of the actual amount of expense incurred by the Landlord by reason of the delay or default in payment, and not as a penalty or as additional interest. Such late payment charges shall be in addition to all money damages and other rights and remedies available to the Landlord under this Lease, and under the law of Massachusetts.

#### **SECTION 26. REMEDYING DEFAULTS**

(a) If either party shall default in the observance or performance of any term or covenant on its part to be observed, or performed under, or by virtue of, any of the terms or provisions in any Section of this Lease, the other party, without being under any obligation to do so, and without thereby waiving such default, may remedy such default for the account, and at the expense of, the defaulting party, immediately and without notice in case of emergency, or, in any other case, if the defaulting party shall fail to remedy such default with all reasonable diligence within thirty (30) days after notice specifying such default in reasonable detail. If either party makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 2% per annum over the prime rate as announced by the Bank of America, and costs, shall be paid to it by the other party.

#### **SECTION 27. REMEDIES**

(a) The specific remedies to which the Landlord or the Tenant may resort under the terms of this Lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Landlord or the Tenant, as the case may be, may be lawfully entitled in case of any breach, or threatened breach, by either of them of any provisions of this Lease. If there is more than one the Tenant, the obligations imposed by this Lease upon the Tenant shall be joint and several.

**SECTION 28. NON-RECOURSE**

(a) The Tenant shall look only to the estate held by the Landlord in the Demised Premises, and shall in no event have recourse to the Landlord, or to the individual estates of the persons signing herein for the Landlord, for the satisfaction of any claim arising out of, or resulting from, any term, covenant, or condition of this Lease.

(b) The Landlord shall not look to the individual estates of the persons signing herein for the Tenant, and shall in no event have recourse to the individual estates of the persons signing herein for the Tenant, for the satisfaction of any claim arising out of, or resulting from, any term, covenant, or condition of this Lease.

(c) Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

**SECTION 29. WAIVER OF TRIAL BY JURY**

(a) It is mutually agreed by and between the Landlord and the Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of the Landlord and the Tenant, the Tenant's use of, or occupancy of, said premises, and any emergency statutory or any other statutory remedy.

**SECTION 30. WAIVER REQUIREMENTS**

(a) No agreement to make or accept any surrender, change, modification, waiver, termination, discharge, release, or cancellation of this Lease, or to relieve the Tenant of any obligation or liability under this Lease, shall be valid unless in writing signed by the Landlord. The delivery of keys to any employee of the Landlord, or of the Landlord's agent, shall not operate as a termination of this Lease, or a surrender of the Demised Premises.

(b) The failure of the Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations annexed hereto, or hereafter adopted by the Landlord, as provided in **Section 19** above, shall not be deemed a waiver of such violation, nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Landlord of rent, with knowledge of the breach of any covenant of this Lease, shall not be deemed a waiver of such breach. The failure of the Landlord to enforce any of said Rules and Regulations against the Tenant shall not be deemed a waiver of any such Rules and Regulations. The provisions of this Lease supersede the Rules and Regulations attached hereto in case of conflict. No provisions of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord.



(c) No payment by the Tenant, or receipt by the Landlord, of a lesser amount than a monthly installment of Annual Fixed Rent (or any Additional Rent) shall be deemed to be other than on account of the earliest such installment, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent, be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such installment, or pursue any other remedy provided in this Lease.

#### SECTION 31. CONDEMNATION

(a) In the event of a Taking of the whole of the Demised Premises, this Lease, and the Term of this Lease, shall terminate as of the date of such Taking. If only a part of the Demised Premises shall be so taken, then, except as otherwise provided in this subsection, this Lease, and the Term of this Lease, shall continue in force and effect, but, from and after the date of the Taking, the Annual Fixed Rent and any Additional Rent shall be equitably reduced on the basis of the portion of the Demised Premises so taken. If more than 10% of the total area of the Demised Premises is taken, the Landlord, at the Landlord's option, may give the Tenant within sixty (60) days next following the date upon which the Landlord shall have received notice of the Taking, a thirty (30)-day notice of termination of this Lease; and, if more than 50% of the total area of the Demised Premises shall be taken, or, if, by reason of such Taking, the Tenant no longer has reasonable use of the Demised Premises, the Tenant, at the Tenant's option, may give to the Landlord within sixty (60) days next following the date upon which the Tenant shall have received notice of such Taking, a thirty (30)-day notice of termination of this Lease. In the event any such thirty (30)-day notice of termination is given by the Landlord or the Tenant, this Lease, and the Term of this Lease, shall terminate upon the expiration of said thirty (30) days. In the event of the termination of this Lease pursuant to any of the foregoing provisions of this **Subsection 31(a)** then, to the extent permitted by applicable law and such Taking, the Tenant shall have access to the Demised Premises in order to remove the Tenant's Special Installations and any other personal property then owned by the Tenant, and which the Tenant is entitled to remove pursuant to this Lease during the period of thirty (30) days from the date the Tenant is permitted access therefor. In the event of any Taking that does not result in the termination of this Lease, the Landlord shall repair, alter, and restore the remaining portions of the Demised Premises to their former condition to the extent that the same may be feasible.

(b) The Landlord shall have the exclusive right to receive any and all awards made for damages to the Demised Premises, and leasehold hereby created, or any one of them, accruing by reason of a Taking or by reason of anything lawfully done in pursuance of public or other authority. The Tenant hereby releases and assigns to the Landlord all the Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments therefor. However, the Tenant reserves any rights to any award for its moving expenses, or to any other special award not constituting part of the award, to which the Landlord would otherwise be entitled.

**SECTION 32. ASSIGNMENT AND SUB-LETTING PROHIBITED**

(a) The Tenant recognizes the uniqueness of the Building and the use to which it is being put, and that the expertise, character and methods of operation of the Tenant, as well as the effect the Tenant will have on the neighborhood, are taken into consideration as a basis for renting to the Tenant. Accordingly, the Tenant shall not mortgage, pledge, encumber, sell, assign, or transfer this Lease, in whole or in part, or sublease all or any part of the Demised Premises, or permit the use or occupation of all or any part of the Demised Premises, by any concessionaire, licensee, or other party, without the Landlord's written consent, which consent may be withheld at the Landlord's sole and absolute discretion. The Landlord will not unreasonably withhold its consent to an assignment or sublease to a parent, subsidiary, or affiliate of the Tenant (meaning any entity controlling, or controlled by, the Tenant). The Tenant shall reimburse the Landlord promptly, as Additional Rent, for reasonable legal expenses incurred by the Landlord in connection with any request by the Tenant for consent under this Section 32.

(b) If the Tenant's interest in this Lease is assigned in violation of the provisions of this Section 32, the Landlord may collect amounts payable by the Tenant under this Lease from the assignee; if the Demised Premises, or any part thereof, are subject to, or occupied by, or used by, any person other than the Tenant in violation of this Section 32, the Landlord, after default by the Tenant under this Lease, may collect rent from the sub-tenant, user, or occupant. In either case, the Landlord shall apply the net amount collected to amounts payable by the Tenant under this Lease, but neither any such assignment, sub-letting, occupancy, or use, nor any such collection or application, shall be deemed a waiver of any term, covenant, or condition of this Lease, or the acceptance by the Landlord of such assignee, subtenant, occupant, or user as tenant. Neither any assignment of the Tenant's interest in this Lease, nor any subletting, occupancy, or use of the Demised Premises, or any part thereof, by any person other than the Tenant, nor any collection of rent by the Landlord from any person other than the Tenant, as provided in this paragraph, nor any application of any such rent as provided in this paragraph, shall, in any circumstances, relieve the Tenant of its obligation fully to observe and perform the terms, covenants, and conditions of this Lease on the Tenant's part to be observed and performed.

**SECTION 33. BROKERAGE BY TENANT; INDEMNITY**

(a) Both parties to this Lease hereby warrant and represent to each other that they have not, directly or indirectly, dealt with any broker, agent, or other person with respect to this Lease; and both parties hereby agree to indemnify, hold harmless, and defend the other party from any claims for a brokerage commission, or other compensation, by any broker, agent, or other person engaged by either party in connection with the execution and delivery of this Lease.

**SECTION 34. TRANSFEREE LIABILITY**

(a) In the event of:

(i) any conveyance or other transfer of the Landlord's interest

in the Demised Premises; or

(ii) any assignment of this Lease—

then, all liabilities and obligations of the grantor, transferor, lessor, or assignor, as the case may be, shall terminate, and all liabilities and obligations of the Landlord shall, *ipso facto*, be binding upon the new owner or lessee.

#### SECTION 35. SURRENDER

(a) Upon the expiration or other termination of the Term of this Lease, except as otherwise expressly provided elsewhere in this Lease, the Tenant shall remove all its property, and shall quit and surrender to the Landlord the Demised Premises, broom clean, in good order and condition, excepting only ordinary wear and tear, damage by fire, or other casualty. The Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

#### SECTION 36. LEASE AS ENTIRE AGREEMENT

(a) This Lease contains the entire agreement between the parties, and all prior negotiations, representations, warranties, and agreements with respect to the Demised Premises, or this Lease, are merged in this Lease. This Lease may not be changed, modified, or discharged, in whole or in part, orally, and no executory agreement shall be effective to change, modify, or discharge, in whole or in part, this Lease, or any obligations under this Lease, unless such agreement is set forth in a written instrument, executed by the party against whom enforcement of the change, modification, or discharge is sought.

#### SECTION 37. BINDING EFFECT; INDEPENDENT COVENANTS

(a) The terms and provisions of this Lease shall be binding upon and inure to the benefit of the Landlord and the Tenant and their permitted respective successors, and, except as otherwise provided in **Section 32** above, their assigns, subject, however, to the provisions of **Section 27** and **Section 28** above.

(b) The Landlord and the Tenant each warrant and represent on their own behalf that they are duly authorized to execute and enter into this Lease.

(c) The Tenant's agreements to pay Fixed Rent, Additional Rent, and other payments under this Lease are independent covenants. The Tenant shall have no right to withhold any payment of Fixed Rent, Additional Rent, or other payments because of any breach or alleged breach by the Landlord under this Lease, except as expressly set forth elsewhere in the Lease. Each term and provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition.

#### SECTION 38. ESTOPPEL CERTIFICATES

(a) The Tenant agrees from time to time, upon not less than fifteen (15) days prior written request by the Landlord, to execute, acknowledge, and deliver to the Landlord a statement in writing certifying, as applicable, that this Lease is unmodified and in full force and effect, and that the Tenant has no defenses, offsets, or counterclaims against its obligations to pay the Annual Fixed Rent, any Additional Rent, and other charges hereunder; and to perform its other covenants under this Lease; and that there are no uncured defaults of the Landlord or the Tenant under this Lease (or, if there have been any modifications, that the same are in full force and effect as modified, and stating the modifications and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Fixed Rent, any Additional Rent, and other charges have been paid. Any such statement delivered pursuant to this paragraph may be relied upon by any purchaser, lessee, or Mortgagee of the Land or Demised Premises, or any assignee of any Mortgagee of the Land or Demised Premises.

**SECTION 39. SUBORDINATION; RIGHTS OF MORTGAGEE**

(a) The Tenant agrees, at the Landlord's request, to execute and deliver promptly any certificate or other instrument that the Landlord may reasonably request subordinating this Lease and all rights of the Tenant under this Lease to any Mortgage, and to all advances made under any such Mortgage, provided that the holder of any such Mortgage shall execute and deliver to the Tenant a non-disturbance agreement to the effect that in the event of any foreclosure of such Mortgage, such holder agrees not to name the Tenant as a party defendant to such foreclosure, nor to disturb its possession under this Lease so long as there shall be no default by the Tenant under this Lease.

(b) The Tenant agrees that if this Lease is so subordinated, no entry under any such Mortgage or sale for the purpose of foreclosing the same shall be regarded as an eviction of the Tenant, constructive or otherwise, or give the Tenant any right to terminate this Lease, whether it attorns or becomes tenant of the Mortgagee or new owner or not.

(c) Nothing contained in **Sections 39(a) or (b)** above, or in any such non-disturbance agreement or non-disturbance provision, shall, however, affect the prior rights of the holder of any first Mortgage with respect to the proceeds of any award in condemnation, or of any fire insurance policies affecting the Demised Premises, or impose upon any such holder any liability:

(i) for the erection or completion of the Demised Premises,  
or;

(ii) in the event of damage or destruction to the Demised Premises by fire or other casualty, for any repairs, replacements, rebuilding, or restoration, except such repairs, replacements, rebuilding, or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or;

(iii) for any default by the Landlord under this Lease occurring prior to any date upon which such holder shall become the Tenant's landlord,  
or;

(iv) for any credits, offsets, or claims against the rent under

this Lease as a result of any acts or omissions of the Landlord committed or omitted prior to such date, and any such agreement or provisions may so state.

**SECTION 40. METHOD OF GIVING BILLS AND NOTICES**

(a) Except as otherwise herein provided, any bill, statement, request, notice, or communication that may be desired, or be required to be given, made, or rendered to either the Tenant or the Landlord by the other party shall be in writing, and deemed sufficiently given, made, or rendered, if addressed to the appropriate party's Original Address, or subsequent address changed as specified in this **Section 40**, and delivered by hand, deposited by an overnight courier service, or sent by certified or registered mail, postage pre-paid, return receipt requested. Either party may at any time change its address for the aforementioned purposes by notice thereof given to the other party in the same manner.

**SECTION 41. APPLICABLE LAW**

(a) This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**SECTION 42. HEADINGS FOR REFERENCE ONLY**

(a) The Table of Contents and section headings in this Lease are for convenience and reference only, and in no way define or limit the scope or content of this Lease, or in any way affect its provisions.

**SECTION 43. SEVERABILITY**

(a) If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed, sealed, and delivered this Lease as of the day and year indicated below.

SIGNATURES

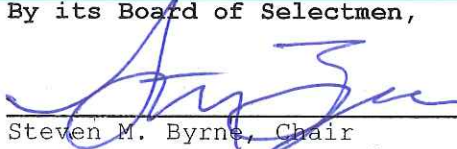
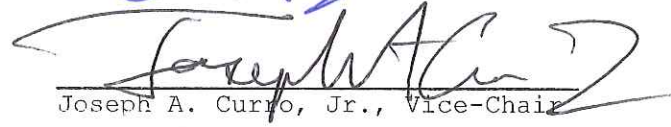
Arlington Children's Center, Inc.



Mathew Dolan, Director


TOWN OF ARLINGTON

By its Board of Selectmen,

  
Steven M. Byrne, Chair  
Joseph A. Curro, Jr., Vice-Chair

Kevin F. Greeley

Diane M. Mahon

  
Daniel J. Dunn

TENANT RULES AND REGULATIONS

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, or halls in or about the Demised Premises shall not be obstructed, or encumbered, or used for any purpose other than ingress or egress to and from the Demised Premises.
2. No awnings or other projections shall be attached to the outside walls or windows of the Demised Premises without the prior written consent of the Landlord. No curtains, blinds, shades, or screens shall be attached to, or hung in, or used in connection with, any window or door of the Demised Premises without the prior written consent of the Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design, and color, and attached in a manner approved by the Landlord.
3. No articles shall be put in front of, or affixed to, any part of the exterior of the Demised Premises.
4. The water and wash closets, and other plumbing fixtures, shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. Neither the Landlord nor an occupant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the Demised Premises. The provisions of this Rule and Regulation shall be subject, in all respects, to the provisions of this Lease.
5. Except as previously specified in the provisions of this Lease, no motor vehicles or animals of any kind (other than caged small specimen animals or unless approved by the Landlord) shall be brought into, or kept in or about, the Building. Neither the Landlord nor any occupant shall cause, or permit, any unusual or objectionable odors to emanate from the Demised Premises.
6. Except as previously specified in the provisions of this Lease, neither the Landlord nor any occupant shall make, or permit to be made, unseemly or disturbing noises, or disturb or interfere with the neighborhood, whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Aforementioned noises do not include noises to be expected within normal operations of a school. Nothing shall be thrown out of any doors or windows.
7. No additional lock or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks, or the mechanism thereof, without the Landlord's prior written consent, such consent not unreasonably to be withheld. The Tenant must, upon the termination of its tenancy, restore to the Landlord all keys, either furnished to, or otherwise procured by, the Landlord.
8. If the Demised Premises become infested with vermin, the Tenant, at its sole cost and expense, shall cause such vermin on the Demised Premises to be exterminated from time to time, to the satisfaction of the Landlord, and shall employ such exterminators therefor as shall be



approved by the Landlord. If the cause of the vermin is located on other than the Demised Premises, the Landlord will coordinate with the Tenant in taking action to ensure that the source is exterminated.

*Signed & Executed  
Copy of  
Parmenter Lease  
ISB*

TOWN OF ARLINGTON &  
LYCEE INTERNATIONAL DE BOSTON/  
INTERNATIONAL SCHOOL OF BOSTON, INC.

PARMENTER SCHOOL BUILDING LEASE

Commencement Date: July 1, 2014

Date Executed: As of June 23, 2014

**TOWN OF ARLINGTON &  
LYCEE INTERNATIONAL DE BOSTON/  
INTERNATIONAL SCHOOL OF BOSTON, INC.**

**PARMENTER SCHOOL BUILDING LEASE**

**TABLE OF CONTENTS  
(Inserted for guidance only)**

SECTION 1.	DEFINITIONS AND DATA.....	1
SECTION 2.	DEMISED PREMISES; TERM OF LEASE.....	3
SECTION 3.	COMMENCEMENT DATE; INABILITY TO GIVE POSSESSION....	3
SECTION 4.	OFFER TO EXTEND.....	4
SECTION 5.	SECURITY DEPOSIT.....	4
SECTION 6.	ANNUAL FIXED RENT PAYMENT TERMS.....	4
SECTION 7.	ANNUAL FIXED RENT.....	5
SECTION 8.	PAYMENT OF ADDITIONAL RENT.....	5
SECTION 9.	OPERATING EXPENSES.....	6
SECTION 10.	REMOVAL OF ORDINARY WASTE.....	8
SECTION 11.	CARE OF DEMISED PREMISES.....	8
SECTION 12.	ALTERATIONS AND INSTALLATIONS BY TENANT.....	8
SECTION 13.	TENANT'S SIGNS.....	10
SECTION 14.	CONDITION OF DEMISED PREMISES.....	11
SECTION 15.	USE OF DEMISED PREMISES & COMMON AREAS.....	11
SECTION 16.	QUIET ENJOYMENT.....	12
SECTION 17.	LANDLORD'S ACCESS TO DEMISED PREMISES.....	12
SECTION 18.	COMPLIANCE WITH LAWS, ETC.....	13
SECTION 19.	COMPLIANCE WITH TENANT RULES AND REGULATIONS.....	15
SECTION 20.	LANDLORD'S LIABILITY; INDEMNITY.....	16
SECTION 21.	STOPPAGE OF SERVICES, INABILITY TO SUPPLY SERVICES	17
SECTION 22.	DAMAGE BY FIRE OR OTHER CASUALTY.....	18
SECTION 23.	PROPERTY INSURANCE.....	19
SECTION 24.	TENANT'S LIABILITY INSURANCE.....	21
SECTION 25.	DEFAULT OF TENANT.....	21
SECTION 26.	REMEDYING DEFAULTS.....	24
SECTION 27.	REMEDIES.....	25
SECTION 28.	NON-RECOURSE.....	25
SECTION 29.	WAIVER OF TRIAL BY JURY.....	25
SECTION 30.	WAIVER REQUIREMENTS.....	25
SECTION 31.	CONDEMNATION.....	26
SECTION 32.	ASSIGNMENT AND SUB-LETTING PROHIBITED.....	27
SECTION 33.	BROKERAGE BY TENANT; INDEMNITY.....	27
SECTION 34.	TRANSFeree LIABILITY.....	28
SECTION 35.	SURRENDER.....	28
SECTION 36.	LEASE AS ENTIRE AGREEMENT.....	28
SECTION 37.	BINDING EFFECT; INDEPENDENT COVENANTS.....	28
SECTION 38.	ESTOPPEL CERTIFICATES.....	29

SECTION 39. SUBORDINATION; RIGHTS OF MORTGAGEE.....	29
SECTION 40. METHOD OF GIVING BILLS AND NOTICES.....	30
SECTION 41. APPLICABLE LAW.....	30
SECTION 42. HEADINGS FOR REFERENCE ONLY.....	30
SECTION 43. SEVERABILITY.....	30
SIGNATURES .....	31
TENANT RULES AND REGULATIONS.....	32

**TOWN OF ARLINGTON &  
LYCEE INTERNATIONAL DE BOSTON/  
INTERNATIONAL SCHOOL OF BOSTON, INC.**

AGREEMENT OF LEASE, executed as of the 23rd day of June 2014, by and between the TOWN OF ARLINGTON (hereinafter referred to as the Landlord) and LYCEE INTERNATIONAL DE BOSTON/INTERNATIONAL SCHOOL OF BOSTON, INC., a Massachusetts non-profit corporation (hereinafter referred to as the Tenant).

W I T N E S S E T H T H A T:

**SECTION 1. DEFINITIONS AND DATA**

(a) Each reference in this Lease to the following terms shall be construed to incorporate the following respective definitions and data:

Additional Rent: Any amounts prescribed in this Lease other than the Fixed Rent or Operating Expenses.

Annual Fixed Rent: See Section 6 below.

Area of Building: It is agreed that the area of the Building is 23,312 square feet, more or less.

Area of Tenant's Portion of Building: It is agreed that the area of the Tenant's portion of the Building is 14,680 square feet, more or less, or 63% of the Area of the Building.

Building: The building known as the Parmenter School Building, situated on the Land as defined below, and containing 23,312 square feet, more or less.

Business Days: All days except Sundays, Saturdays, days established as "Legal Holidays" on which state offices are closed and such other days that the Tenant presently or in the future recognizes as holidays for the Tenant's general office staff.

Capital Contribution: Annual payment made to the Town to defray costs associated with maintaining the building.

Capital Improvement: Any maintenance, repairs, alterations, upgrades or improvements to the exterior; roof; structural components and foundation; glass; elevators; heating and ventilating systems; pipes and plumbing; conduits and wiring; electrical components and systems; fire annunciation and sprinkler systems; sidewalks; parking areas; gutters and downspouts; drainage systems; building systems; entrances; bathrooms and common areas with a useful life of at least five (5) years; provided, however, that the following items (the "Tenant Repair Items") shall be excluded from the definition of "Capital Improvements": (a) repairs and maintenance within the Demised Premises that can be completed by the Tenant or on the Tenant's behalf without damaging, opening or altering walls, floors or ceilings, (b) repairs to glass within the Premises necessitated by the acts of Tenant or Tenant's invitees and (c) repairs and maintenance to (i) the surfaces of the interior walls, (ii) all doors, door moldings and frames that serve the Demised Premises exclusively, and (iii) all automatic door opening installations that

serve the Demised Premises exclusively.

Commencement Date: The date on which the initial Annual Fixed Rent commences, being July 1, 2014.

Demised Premises: That portion of the Building containing 14,680 square feet, more or less, plus the Land as defined below, located at 17 Irving Street, Arlington, Middlesex County, Massachusetts; the portion of the Building consists of office and classroom space as marked "14,680 SPACE" on a plan attached hereto and made a part hereof as Exhibit A (the "Plan").

Designated Tenant: The single tenant billed and responsible for paying for all Operating Expenses that cannot be billed separately to each tenant.

Execution Date: The date on which this Lease is executed.

Fiscal Year (FY): The Town's fiscal year, from July 1 through June 30.

Land: The parcel of land located at 17 Irving Street, Arlington, Middlesex County, Massachusetts, and containing 52,781 square feet, more or less.

Landlord: The landlord named herein, or any subsequent owner or lessee, from time to time, of the Landlord's interest in the Demised Premises.

Landlord's Original Address: Town Manager's Office, Town Hall Annex 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, Arlington, Massachusetts 02476.

Lease: This Agreement of Lease and the Schedules and Exhibits, if any, annexed hereto, which are made a part hereof.

Mortgage: A mortgage, deed of trust, trust indenture, or other security instrument of record creating an interest in, or affecting title to, the Land or Demised Premises, or any part thereof, including a lease-hold mortgage, and any and all renewals, modifications, consolidations, or extensions of any such instrument.

Mortgagee: A person, firm, corporation, or other entity holding any Mortgage.

Operating Expenses: See **Section 9** below.

Non-Operating Expense Capital Improvements: Any single Capital Improvement item with a cost of more than \$5,000.

Security Deposit: See **Section 5** below.

Taking: A taking of property or any interest therein, or right appurtenant or accruing thereto, by condemnation or eminent domain, or by action, proceedings, or agreement in lieu thereof, pursuant to governmental authority.

Tenant: The tenant named herein, or any subsequent assignee under **Section 32** below.

Tenant Repair Items: See the definition of "Capital Improvements" above.

Tenant's Original Address: Lycee International De Boston/International School of Boston, c/o Isabelle Praud, Chief Financial Officer, 45 Matignon Road, Cambridge, MA 02140.

Term, or Term of this Lease: Commencing on the Commencement Date (July 1, 2014) and expiring at 11:59 P.M. on June 30, 2019 ("Original Expiration Date"), unless such Term shall sooner terminate, or be extended, pursuant to the provisions of this Lease.

Unavoidable Delays: Delays due to strikes; lock-outs; labor disputes; acts of God; inability to obtain labor or materials; governmental restrictions; emergency acts; orders or regulations of any governmental authority, including without limitation restrictions, acts, orders or regulations aimed at conserving energy; civil commotion; unavoidable casualty; or other causes beyond the reasonable control of the Landlord or the Tenant, as the case may be, whether or not similar in nature to the causes hereinbefore enumerated.

## **SECTION 2. DEMISED PREMISES; TERM OF LEASE**

(a) The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord certain space within the Building, containing 14,680 square feet, more or less, plus the non-exclusive right to use the Land as defined above (hereinafter referred to as the Demised Premises), located at 17 Irving Street, Arlington, Middlesex County, Massachusetts; said certain space consists of office and classroom space as marked "14,680 SPACE" on the plan attached hereto and made a part hereof.

(b) To have and to hold the Demised Premises, subject to the agreements, terms, and conditions herein contained, for the Term of this Lease as defined in **Section 1** above (being July 1, 2014 through June 30, 2019).

## **SECTION 3. COMMENCEMENT DATE; INABILITY TO GIVE POSSESSION**

(a) The Commencement Date of the Term of this Lease shall be July 1, 2014. If the Landlord shall be unable, in the exercise of all reasonable efforts, to give possession of the Demised Premises on the Commencement Date for any reason, including without limitation a previous tenant's failure to vacate the Demised Premises, or to release its rights to the Demised Premises on time, the Landlord shall not be subject to any liability therefor. Under such circumstances, the Fixed Rent to be paid herein shall not commence until the Demised Premises are available for occupancy, and no such failure to give possession on the Commencement Date shall in any way affect the validity of this Lease or the obligations of the Tenant hereunder, nor shall same be construed in any way to extend the Term of this Lease or change the Commencement Date.



**SECTION 4. OFFER TO EXTEND**

(a) If this Lease has not been terminated prior to the Original Expiration Date, then the Landlord shall have the option to extend the initial term for one (1) Extension Period: a five (5) year extension to 11:59 P.M. on June 30, 2024, with the Tenant's agreement to the extension. When considering the option to extend, the Landlord shall consider:

- (i) whether the Tenant is in default hereunder at the time of the offer to extend; and,
- (ii) whether the Tenant is in default hereunder at the time the Term would expire but for such extension; and,
- (iii) whether the Landlord and the Tenant can agree on the Capital Contribution for such Extension Period.

(b) If the Landlord and the Tenant fail to extend, the Term shall expire at the end of the then current Term. The Landlord shall exercise the Option to Extend by giving written notice to the Tenant of the exercise of the option by January 1, 2018. Tenant will provide written notice to the Landlord of its acceptance or rejection of the Landlord's exercise of its option to extend within six (6) months of Tenant's receipt of Landlord's option notice. During the Extension Period all provisions of this Lease shall apply, except that the Landlord and Tenant shall negotiate the Capital Contribution rate for the Extension Period.

**SECTION 5. SECURITY DEPOSIT**

- (a) The Tenant shall not pay any Security Deposit.

**SECTION 6. ANNUAL FIXED RENT PAYMENT TERMS**

(a) The Tenant shall pay, without any set-off or deduction, the initial Annual Fixed Rent and subsequent Annual Fixed Rents to the Landlord at the Landlord's Original Address, or to such other person or entity, or at such other place as the Landlord may designate by notice to the Tenant. Said Rents shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease, and shall be apportioned for any fractional month in which the Commencement Date or the last day of the Term of this Lease may fall, except that upon the signing of this Lease by the Tenant, the Tenant shall pay the Landlord the monthly installment of initial Annual Fixed Rent payable for the fractional month at the commencement of the Term, plus for the first full month of the Term of this Lease.

(b) The Tenant shall pay, without any set-off or deduction, the Capital Contribution to the Landlord at the Landlord's Original Address, or to such other person or entity, or at such other place as the Landlord may designate by notice to the Tenant. Said Capital Contribution shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease, and shall be apportioned for any fractional month in which the Commencement Date or the last day of the Term of this Lease may fall, except that upon the signing of this Lease by

the Tenant, the Tenant shall pay the Landlord Capital Contribution payable for the fraction of the Term, plus the first full month of the Term.

(c) Without limitation of the obligation in Section 11(b) hereof, the Tenant may submit requests for requested Capital Improvements. The Landlord shall determine whether or not to seek funding assistance towards such Capital Improvements.

(d) The Landlord reserves the right to require the Tenant to pay, directly to such Mortgagee for the Landlord's benefit, all amounts of every kind payable to the Landlord directly to such Mortgagee for the Landlord's benefit, and agrees that it will, after receiving notice from the Landlord designating such Mortgagee to whom amounts thereafter becoming due directly to the Landlord, therefrom by notice from such Mortgagee. The Tenant shall satisfy the Tenant's obligations hereunder

*Rent*  
*Annual - 139,460*  
*Monthly - 11,621.67*  
*Cap. Cont.*  
*9,982.40 - Annual*  
*~~831.87~~ - Monthly*  
*831.87*

#### SECTION 7. ANNUAL FIXED RENT

(a) The Annual Fixed Rent to be paid under this Lease, prorated if the lease commences after the first day of the year, in accordance with Section 6 above, shall be \$11,621.67.

(b) There shall be an annual adjustment (hereinafter called the "Adjustment") in the Annual Fixed Rent effective each anniversary of the Commencement Date calculated by multiplying the Annual Fixed Rent by 1.02, representing an annual 2% increase. For example, in the second fiscal year of the Lease, the Annual Fixed Rent would equal \$139,460.00 x 1.02, or \$142,249.20.

(c) The Town requires an annual Capital Contribution to be paid to offset the costs of maintaining the building. The annual Capital Contribution is equal to \$0.68 per square foot of the Demised Premises, or \$9,982.40, payable monthly at the rate of \$831.87. This cost remains fixed throughout the life of the Lease and is not subject to the Adjustment.

#### SECTION 8. PAYMENT OF ADDITIONAL RENT

(a) Except as otherwise specifically provided herein, any sum, amount, items, or charges designated or considered as Additional Rent in this Lease shall, following written notice to the Tenant, on or before the thirtieth (30th) day after giving of such notice to the Tenant, be paid by the Tenant to the Landlord, without any setoff or deduction, at the Landlord's Original Address, or at such other location as the Landlord may designate. Any such notice shall specify in reasonable detail the basis of such Additional Rent. The Landlord and the Tenant may negotiate in writing a schedule for payment of Additional Rent that exceeds the thirty (30) days specified in this Section 8.

**SECTION 9. OPERATING EXPENSES**

(a) This Lease is intended to be a net lease; thus, the Tenant(s) shall be billed for, and directly pay, the Operating Expenses attributed to the Demised Premises during the Term of this Lease in accordance with the provisions of this **Section 9**. The Operating Expenses attributed to the Demised Premises shall be equal to that portion of the Operating Expenses as the Demised Premises is to the Building (63%). Until the Building is fully tenanted, the Landlord shall bill the Tenant directly for the Tenant's share of the Operating Expenses. Since there may be two tenants in the Building in the future, and there are Operating Expenses that cannot be calculated and billed separately to each tenant, beginning on the first full month after the Building is fully tenanted, the tenants shall be billed for all such Operating Expenses. The tenants shall jointly designate a tenant who will be responsible for submitting payment for all Operating Expenses (the "Designated Tenant"). The Designated Tenant shall be responsible for paying all such bills, and collecting the other tenants' shares of said bills. Any lease between the Landlord and any other tenant in the Building shall provide for this system for the payment of Operating Expenses accordingly, and the Landlord shall promptly notify the Tenant when the Landlord enters into a new lease with a tenant so the Tenant can contact the new tenant to reach an agreement with respect to the designation of a Designated Tenant. The Designated Tenant shall submit to the Landlord, and all other vendors supplying any service that generates an Operating Expense, the Designated Tenant's name, contact person, billing address, and contact telephone number, together with notification that bills are to be billed and submitted to the Designated Tenant.

(b) Operating Expenses as used in this Lease shall mean any costs and expenses for:

(i) utilities used to supply light, heat, ventilation and air-conditioning to the Building, and power to the machinery and equipment in the Building, such as electricity, oil, or gas;

(ii) water and sewer use;

(iii) janitorial, custodial, and security services, including costs of parking lot attendants and police details;

(iv) maintenance, repair, and replacement of equipment and fixtures, including floors, carpeting, and walls (excluding Non-Operating Expense Capital Improvements);

(v) maintenance and repair of the Building (excluding Non-Operating Expense Capital Improvements); however, with respect to the Land the provisions of **Subsection (c) of Section 11**, Care of Demised Premises below, shall apply; and,

(vi) other similar expenses of operation now or hereafter required for the Building and Land (excluding Non-Operating Expense Capital Improvements).

(c) The Tenant shall not be responsible for costs and expenses relating to the Non-Operating Expense Capital Improvements or replacement, or any financing or refinancing, of the Building or Land, including, without

limitation, interest, principal, and other payments, ground rents, closing costs, attorneys' fees, points, fees, and commissions, or fines and penalties incurred by the Landlord due to violations by the Landlord of any governmental rule, or the Landlord's advertising and promotional expenditures, or real estate brokerage commissions, other than as arising in connection with the Landlord's exercise of its default remedies under **Section 26** below. It is the understanding of the Landlord and the Tenant that all of the Landlord's costs and expenses associated with the Building and the Land, including management costs associated with the Building and the Land, will be procured in accordance with applicable Massachusetts procurement laws and shall be included within Operating Expenses to the extent expressly permitted under this Lease.

(d) Notwithstanding the provisions of **Subsection (a)** above of this **Section 9**, Operating Expenses do not include:

- (i) finders' fees and real estate brokers' commissions;
- (ii) the cost of Non-Operating Expense Capital Improvements;
- (iii) the cost of repairs due to casualty or condemnation that are reimbursed by third parties;
- (iv) any cost due to the Landlord's breach of this Lease;
- (v) any real estate, income, estate, inheritance, or other transfer tax, and any excess profit, franchise, or similar taxes on the Landlord;
- (vi) the Landlord's general overhead, and general and administrative expenses;
- (vii) advertising and promotional expenditures and costs of signs in or on the Building identifying the owner of the Building;
- (viii) costs incurred in connection with upgrading the Building to comply with any governmental law or regulation, unless such upgrading is required by the Tenant's use of (but not alterations to) the Demised Premises;
- (ix) any and all costs of hazardous materials in or about the Building not placed therein by the Tenant;
- (x) costs arising from latent defects in the base, shell, or core of the Building, or repair thereof;
- (xi) any other expenses that, in accordance with generally accepted accounting principles consistently applied, would not normally be treated as operating expenses by landlords of comparable buildings in the area of the Building; and
- (xii) any costs or expenses in connection with maintenance, repairs, alterations, upgrades or improvements that solely benefit any rentable portion of the Building other than the Demised Premises, such as improvements or upgrades to the heat and water systems that solely serve the additional rentable space in the building identified as "\_\_\_\_" on the Plan.

**SECTION 10. REMOVAL OF ORDINARY WASTE**

(a) As long as the Tenant is not in default beyond grace periods under any of the terms, covenants, or conditions of this Lease on the Tenant's part to be observed or performed, the Landlord shall cause ordinary waste to be removed from the Demised Premises.

**SECTION 11. CARE OF DEMISED PREMISES**

(a) The Tenant shall act with care in its use and occupancy of the Demised Premises, and the fixtures, and equipment therein, and its use of the Tenant's Special Installations (as defined in **Section 12(c)** below); and, at the Tenant's sole cost and expense, shall complete all Tenant Repair Items necessary to keep the same in the same condition they are now in, or may hereafter be put by the Landlord or the Tenant (fire, casualty, taking and normal wear and tear excepted). The Tenant shall keep the stairwells, corridors, land areas, access walks, and parking areas free of debris and equipment that is associated with Tenant's use, and personal property of the Tenant, except as the Landlord may otherwise consent in writing in its sole and absolute discretion. The tenants shall have the responsibility at their expense in keeping the Demised Premises free of ice and snow. Notwithstanding anything set forth in this **Section 11(a)** or otherwise in this Lease to the contrary, the Tenant shall not be required to make any Capital Improvements, as defined in **Section 1** above, to the Demised Premises, the Building or the Land.

(b) The Landlord shall make, as and when necessary, Capital Improvements to the Demised Premises and the Building. If the Capital Improvements required to be made by the Landlord hereunder (excluding the repairs that are required to address the existing leak in the roof of the Building of which Tenant has notified Landlord) will exceed \$300,000 in cost during any five-year period (the "Capital Improvement Threshold"), the Landlord may terminate this Lease through written notice to Tenant one (1) year prior to the termination date; provided, however, that (i) Tenant shall be entitled, upon thirty (30) days written notice to Landlord, to terminate this Lease early during said one-year period and (ii) Landlord or Tenant shall be entitled to terminate this Lease as otherwise provided herein. As long as this Lease remains in effect during said one-year period, Landlord shall promptly stabilize any situation requiring a Capital Improvement so that the Demised Premises and the Building are suitable for Tenant's use during that time (as an example, the Landlord shall patch a leak in the roof during said period if the Landlord does not replace the roof entirely), so long as such stabilizing repair is both technically feasible and does not exceed \$50,000 in costs to the Landlord.

**SECTION 12. ALTERATIONS AND INSTALLATIONS BY TENANT**

(a) The Tenant shall not make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Demised Premises (referred to collectively as "Alterations") without the Landlord's prior written consent, which may be granted or withheld by the Landlord in its sole and absolute discretion, except that (i) the Tenant may complete the Tenant Repair Items, paint the Demised Premises and install non-structural partitions within the

Demised Premises with the Landlord's written consent, which will not be unreasonably delayed or withheld, and (ii) the Tenant may perform the following work, which work is pre-approved by the Landlord upon the execution of this Lease, during the Term: replacement of all or any portion of the floors in the Demised Premises, including the abatement of any asbestos found underneath the current flooring, restoration of the existing terrazzo floor, replacement of all or any portion of the light fixtures in the Demised Premises and replacement of old sinks in the Demised Premises.

Notwithstanding the foregoing provisions of this paragraph, or the Landlord's consent to any Alterations, all Alterations, whether made prior to or during the Term of this Lease, shall be made and performed in conformity with, and subject to, the following provisions: all Alterations shall be made and performed at the Tenant's sole cost and expense, and at such time and in such manner as the Landlord may reasonably from time to time designate;

Alterations shall be made only by contractors or mechanics approved by the Landlord, such approval not unreasonably to be withheld or delayed; the Tenant shall submit to the Landlord reasonably detailed plans and specifications for each proposed Alteration, and shall not commence any such Alteration without first obtaining the Landlord's approval of such plans and specifications; prior to the commencement of each proposed Alteration, the Tenant shall furnish to the Landlord a duplicate original policy of comprehensive public liability insurance (including property damage coverage) in which the Landlord and its agents shall be named as parties insured, which policies shall be issued by companies, and shall be in form and amounts reasonably satisfactory to the Landlord, and shall be maintained by the Tenant until the completion of such Alteration (the provisions of this paragraph shall not limit the requirements of the Tenant with respect to liability insurance as set forth in other articles of this Lease); all fireproof wood test reports, electrical and air-conditioning certificates, and all other permits, approvals, and certificates required by all governmental authorities shall be timely obtained by the Tenant and submitted to the Landlord; notwithstanding the Landlord's approval of plans and specifications for any Alteration; all Alterations shall be made and performed in full compliance with all applicable laws, orders, and regulations of federal, state, county, and municipal authorities, and with all directions, pursuant to law, of all public officers, and with all applicable rules, orders, regulations, and requirements of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association, or any similar body having a similar function; all Alterations shall be made and performed in accordance with the Tenant Rules and Regulations set forth herein (see also **Section 19**); all materials and equipment to be incorporated in the Demised Premises as a result of all Alterations shall be of good quality.

(b) All appurtenances, fixtures, improvements, additions, and other property attached to, or installed in the Demised Premises, whether by the Landlord or the Tenant or others, and whether at the Landlord's expense, or the joint expense of the Landlord and the Tenant, which are of a permanent nature, or which cannot be removed without structural damage to the Building, shall be and remain the property of the Landlord. Any replacements of any property of the Landlord, whether made at the Tenant's expense or otherwise, shall be and remain the property of the Landlord. Notwithstanding the foregoing, the Landlord may require the Tenant to remove at its expense any property that the Tenant has attached to the Demised Premises that, under the terms hereof, would not be removed by the Tenant from the Demised Premises at the expiration of the Term of this Lease, by giving the Tenant written notice at least one hundred twenty (120) days prior to the termination of this

Lease, and the Tenant shall remove such property at its expense and restore the Demised Premises to the condition they were in prior to the installation of said property; provided, however, that (i) Landlord shall endeavor to notify the Tenant prior to the time of the installation if Landlord anticipates that the Tenant will be required to remove the alterations at the end of the Term of this Lease and (ii) notwithstanding anything set forth in this paragraph to the contrary, Tenant shall in no event be required to remove any flooring or lighting or any other cosmetic changes at the end of the Term of this Lease.

(c) All furniture, furnishings and equipment (but not the Building equipment, such as heating, ventilating and air-conditioning equipment), including without limitation, murals, carpets, rugs laid on top of carpets (but not wall-to-wall carpeting), business machines and equipment, partitions which are moveable, and any moveable property, installed by or at the expense of the Tenant shall remain the Property of the Tenant, and are referred to herein as "the Tenant's Special Installations". The Tenant may at its expense remove all or any part of said property at any time during the Term of this Lease, and shall at its expense remove all of said property at the expiration, or other termination of the term hereof, unless the Landlord shall otherwise consent in writing. Upon removal of any or all of said property the Tenant shall then repair all damage caused by said removal, as provided in **Section 12(b)** above.

(d) Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished, or to be furnished, to the Tenant upon credit, and that no mechanic's or other lien, or any such labor or material, shall attach to or effect the reversion or other estate or interest of the Landlord in and to the Demised Premises. Whenever, and as often as, any mechanic's lien shall have been filed against the Demised Premises based upon any act or interest of the Tenant, or of anyone claiming through the Tenant, or if any lien or security interest with respect thereto, shall have been filed affecting any materials, machinery, or fixtures used in the construction, repair, or operation thereof, or annexed thereto, by the Tenant or its successors in interest, the Tenant shall forthwith take such action by bonding, deposit, or payment as will remove or satisfy the lien or other security interest, and in default thereof after the expiration of thirty (30) days after notice to the Tenant, the Landlord, in addition to any other remedy under this Lease, may pay the amount secured by such lien or security interest, or discharge the same by deposit, and the amount so paid or deposited shall be collectible as Additional Rent. The provisions of this **Subsection 12(d)** shall not be applicable to liens filed with respect to work done for the Tenant's account by the Landlord.

### **SECTION 13. TENANT'S SIGNS**

(a) The Tenant shall not display or erect any lettering, signs, advertisements, awnings, or other projections on the exterior of the Demised Premises, other than currently approved signs, without the Landlord's approval, which approval shall not be unreasonably withheld or delayed. The Tenant and Landlord hereby acknowledge and agree that any sign approval by the Landlord under this paragraph shall be delivered by the Arlington Town Manager, and the agreement of the Landlord to not unreasonably withhold or delay approval shall apply to the actions of the Town Manager only as the representative of the Landlord. If approved by the Landlord, signage must also be permitted in accordance with applicable provisions of the Arlington

Zoning Bylaw, and of other applicable statutes, bylaws, rules, and regulations, and the Tenant and Landlord hereby acknowledge and agree that the agreement of the Landlord, acting by and through the Arlington Town Manager, to not unreasonably delay or withhold sign approval shall not, and is not intended to, limit any discretion or jurisdiction that the Arlington Historical Commission, the Zoning Board of Appeals or any other municipal board, commission or officer may have to approve signs for the Tenant.

#### **SECTION 14.     CONDITION OF DEMISED PREMISES**

(a) The Tenant agrees that it is leasing and accepting the Demised Premises in an "as is" condition as of the Commencement Date, and that the Landlord does not have any obligations of any nature in connection with the preparation of said Premises for the Tenant's occupancy. The Tenant acknowledges that the Tenant has inspected the Demised Premises, and the Tenant is satisfied with the condition of the Demised Premises. Tenant and Landlord shall agree upon a mutually acceptable statement of the condition of the Demised Premises at the time of commencement of the Lease. The Tenant at its sole cost and expense shall install in, and keep and maintain in, the Demised Premises all safety appliances, permits, and equipment in conformity with any governmental law, rule, or regulation applicable to its use of the Demised Premises. For the avoidance of doubt, this provision is not intended to obligate Tenant to complete any Capital Improvements. The obligations and responsibilities for Tenant and Landlord with respect to those items are set forth in **Section 11** of this Lease.

(b) Notwithstanding anything set forth herein to the contrary, the Tenant shall have no responsibility:

(i) for the containment of asbestos existing in the Demised Premises as of the Commencement Date, except that the Tenant shall take no actions that will cause the asbestos in the Demised Premises (if any) to become friable, and shall give immediate written notice to the Landlord upon discovering friable asbestos in the Demised Premises; or,

(ii) for causing the Building to be put into compliance with the requirements (if any) of the Americans with Disabilities Act or the Massachusetts Architectural Access Board, unless the Tenant elects to comply with said requirements.

#### **SECTION 15.     USE OF DEMISED PREMISES & COMMON AREAS**

(a) The Tenant shall use and occupy the Demised Premises for normal educational uses consistent with the character and dignity of the Demised Premises and the neighborhood (including Landlord's development and use by other tenants), and for no other purpose. The Tenant may use the Demised Premises for its intended purposes during Business Days. Notwithstanding the foregoing, the Tenant may make occasional use of the Demised Premises without the Landlord's written permission on weekends and evenings; provided, however, if the Landlord, in the Landlord's sole discretion, determines that such occasional use is disruptive or the source of complaints, then the Landlord may require its written permission to be sought for all uses of the Demised Premises outside the daytime hours on Business Days as described above, which permission may be withheld in its sole and absolute discretion.



(b) The Landlord may designate a portion of the Land for the exclusive use of the Tenant during portions of a Business Day; provided, however, that said area of Land shall be available at other times for use by other tenants and the general public.

(c) The Tenant shall have the right to use the open space and play areas on the site during normal school hours, but not to the exclusion of the public. Nothing in this Lease shall be construed to interfere or infringe upon the Landlord's obligation to maintain the entire open space and play areas for the recreational use of the residents of the Town of Arlington as they had been accustomed to during the time when the Demised Premises was a public school, which recreational use shall at all times continue during the Term of this Lease.

(d) The Tenant shall have normal use of the common areas of the Building.

**SECTION 16. QUIET ENJOYMENT**

(a) The Landlord covenants and agrees that, upon the Tenant's paying the Annual Fixed Rent and any Additional Rent payable hereunder, and performing and observing the covenants and provisions of this Lease on its part to be performed and observed, the Tenant shall peaceably and quietly enjoy the Demised Premises subject to the provisions of this Lease.

**SECTION 17. LANDLORD'S ACCESS TO DEMISED PREMISES**

(a) The Landlord during the Term of this Lease may, upon reasonable advance written notice to Tenant except in the event of an emergency, enter the Demised Premises for the purposes of performing its covenants under the Lease; provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused by any such entry.

(b) The Tenant shall permit the Landlord, or any public utility, to erect, use, and maintain pipes, ducts, and conduits in and through the Demised Premises, provided the same are installed at such times by such methods and in such locations, as will not materially interfere with the Tenant's use of the Demised Premises. The Landlord, or any public utility, or their agents, shall have the right, upon reasonable advance written notice, to enter and/or pass through the Demised Premises, or any part or parts thereof, to examine the same, and to show them to Mortgagees, and to prospective purchasers, Mortgagees, or lessees, and for the purpose of operation and maintenance, including but not limited to, necessary repairs, installations, alterations, and replacements that the Landlord may choose to make, provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused thereby, and shall return all finished surfaces to the same condition they were in immediately prior to such repairs, installations, alterations, and replacements, subject, however, to zoning and building laws then in existence.

(c) The Landlord shall also have the right to have its personnel enter and/or pass through the Demised Premises, or any part thereof, at any reasonable time, and the Landlord may enter the Demised Premises, or any part

thereof, at such other times when such entry shall be required by circumstances of emergency affecting the Demised Premises; provided, however, that the Landlord shall use all reasonable efforts to minimize interference with the Tenant's use and occupancy caused by any such entry.

(d) During the twelve (12) months prior to the expiration of the Term of this Lease, the Landlord may, upon reasonable written notice to the Tenant, exhibit the Demised Premises to prospective tenants, provided, however, that the Landlord uses all reasonable efforts to minimize interference with the Tenant's use and occupancy of the Demised Premises caused thereby. If the Tenant shall have removed all of the Tenant's property therefrom, the Landlord may enter and alter, renovate, and redecorate the Demised Premises, or any part thereof, without diminution or abatement of Annual Fixed Rent or other compensation.

(e) The Landlord shall be allowed to take all material into and upon the Demised Premises that may be required for repairs or alterations without the same constituting an eviction of the Tenant in whole or in part while such repairs or alterations are being made, by reason of loss or interruption of the operations of the Tenant, provided the Landlord proceeds with diligence and continuity to complete the same, and uses all reasonable efforts to minimize the interference with the Tenant's use and occupancy of the Demised Premises caused thereby.

#### **SECTION 18. COMPLIANCE WITH LAWS, ETC.**

a) Except as otherwise set forth in this Lease, the Tenant shall, at its sole cost and expense, comply with the requirements of every applicable present or future law, ordinance, bylaw, rule, or order of federal, state, county, and municipal authority, including obtaining any licenses, permits, or approvals therefrom, and with any direction made pursuant to law of any public officer or officers, with respect to the Tenant's use of the Demised Premises, including the making of any Alteration allowed hereunder, structural or otherwise, to the Demised Premises, and with respect to any abatement of nuisance, violation, order, or duty arising from the Tenant's use of the Demised Premises, or from conditions created by or at the instance of the Tenant, or required by reason of a breach of any of the Tenant's covenants or agreements hereunder. If the Tenant receives written notice of any violation of law, ordinance, bylaw, rule, order, or regulation applicable to the Demised Premises, it shall give prompt notice thereof to the Landlord. However, this paragraph shall not require the Tenant to comply with, nor bring the Demised Premises into compliance with any future law, ordinance, bylaw, rule, or order of federal, state, county, and municipal authority, if the Tenant's use thereof is pre-existing and legally "grandfathered".

(b) The Tenant shall not do, or permit to be done, any act or thing upon the Demised Premises that will invalidate, or be in conflict with, the Massachusetts standard form of fire, boiler, sprinkler, water damage, or other insurance policies, if any, covering the Demised Premises, and will not bring, or keep anything on, the Demised Premises, except as provided in **Subsection (d)** below of this **Section 18**, that shall increase the rate of any such insurance policy. The Tenant shall comply, in the conduct of its business, and in the making of any Alterations, with all rules, orders, regulations, or requirements of the local Board of Fire Underwriters and the New England Fire Insurance Rating Association, or any other body having a similar function, and exercising jurisdiction over the Demised Premises.

(c) If, by reason of any failure of the Tenant to comply with any provision of this Lease, the rate of fire, boiler, sprinkler, water damage, or other insurance, if any (with or without extended coverage), on the Demised Premises, or equipment of the Landlord, shall be higher than it otherwise would be, the Tenant shall pay the same, or pay the Landlord as Additional Rent an amount equal to that part of the premiums for such insurance thereafter paid by the Landlord that shall have been charged because of such failure by the Tenant. In the event that any dispute should arise between the Landlord and the Tenant, a schedule or "make up" of rates for the Demised Premises issued by the New England Fire Insurance Rating Association, or any similar body having a similar function, shall be conclusive evidence of the facts therein stated, and of the several items and charges in the rate for any such insurance then applicable to the Demised Premises.

(d) The Tenant covenants and agrees to comply with all federal, state and local laws, rules, regulations, ordinances, and by-laws thereunder governing the use, storage, and disposal of hazardous materials and oil (as hereinafter defined), and in connection therewith the Tenant agrees that the Tenant shall:

(i) not store or dispose of any hazardous material or oil on the Demised Premises, except in compliance with all laws, ordinances, and regulations pertaining thereto;

(ii) neither directly nor indirectly transport, or arrange for the transport of, any hazardous material or oil, except in compliance with all laws, ordinances, and regulations pertaining thereto;

(iii) take all such action, including, without limitation, the conducting of engineering tests when reasonably required to confirm that no hazardous material or oil has been released on or from the Demised Premises, and to access, contain and remove any such hazardous material or oil on the Demised Premises required by applicable law, rule, or regulation; such action shall be at the sole cost and expense of the Tenant if it is determined that hazardous material or oil are present upon the Demised Premises as a result of the activities of the Tenant, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors;

(iv) provide the Landlord with written notice:

(aa) upon the Tenant's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil, at or from the Demised Premises;

(bb) upon the Tenant's receipt of any notice to such effect from any federal, state or other governmental authority; and,

(cc) upon the Tenant's obtaining knowledge of any occurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss the Tenant may be liable.

(e) The Tenant shall indemnify, defend and hold the Landlord harmless of any claim brought or threatened against the Landlord by any federal, state, or local governmental agency or authority, or any other person (as

well as from attorneys' fees and expenses in connection therewith), on account of the release of hazardous material or oil on or from the Demised Premises, by the Tenant, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors, or the failure by the Tenant to comply with the terms and provisions hereof, each of which may be defended, compromised, settled, or pursued by the Landlord with counsel of the Landlord's selection, but at the expense of the Tenant. This indemnification shall survive the expiration or other termination of this Lease.

(f) In the event that the Tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal, or storage of hazardous materials or oil on the Demised Premises the Landlord may, at its election, but without obligation to do so, take any and all actions that the Landlord deems necessary to cure said failure of compliance, and any and all amounts paid as a result thereof, together with interest thereon at the default rate set forth in **Section 26 below** from the date of payment, shall be immediately due and payable by the Tenant to the Landlord as Additional Rent; or the Landlord by the payment of any assessment, claim or charge may, if the Landlord sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against the Tenant, but such payment shall not be deemed to relieve the Tenant from any default hereunder, or impair any right or remedy with respect thereto.

(g) The terms "hazardous material(s)", "oil", "release", and threat of release" shall have the same meanings given those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq., the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, and the Massachusetts Oil and Hazardous Material Release Prevention Act, M.G.L. Chapter 21E, as amended from time to time, and in other applicable federal and state laws as amended from time to time.

(h) Notwithstanding anything set forth herein to the contrary, Tenant shall have no liability or obligations related to pre-existing environmental contamination at the Demised Premises unless the activities of the Tenant exacerbate the same, in which case Tenant's liability and obligations shall be limited and shall only relate to the direct consequences of the exacerbation rather than all of the contamination.

#### **SECTION 19. COMPLIANCE WITH TENANT RULES AND REGULATIONS**

(a) The Tenant and the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, and visitors shall observe faithfully, and comply strictly with, the Tenant Rules and Regulations annexed hereto at the end of this Lease, and such other and further reasonable rules and regulations as the Landlord may from time to time hereafter adopt, not inconsistent with the provisions or intent of this Lease. In case the Tenant disputes the reasonableness of any additional rule or regulation hereafter made or adopted by the Landlord, the parties hereto agree to (a) submit the question of the reasonableness of such rule or regulation for a determination by the Arlington Board of Selectmen, and (b) if either party is not satisfied with the determination of the Board of Selectmen, to submit such a question to an impartial person or persons designated by the Landlord and the Tenant (the determination of any said person or persons shall be final and conclusive upon the parties hereto).

The Tenant may not dispute the reasonableness of any additional rule or regulation unless the Tenant's intention to do so shall be asserted by written notice given to the Landlord within fifteen (15) days after written notice is given to the Tenant of the adoption of any such additional rule or regulation.

(b) The Tenant Rules and Regulations are intended to apply only to the Tenant; therefore, the Landlord shall not be liable to the Tenant for violation of the Tenant Rules and Regulations by the Landlord's agents, clients, contractors, employees, invitees, licensees, servants, and visitors.

## **SECTION 20. LANDLORD'S LIABILITY; INDEMNITY**

(a) Except for damage or injury arising from any negligence of or omission by the Landlord or the Landlord's agents, clients, contractors, employees, invitees, licensees, servants, or visitors (collectively, the "Landlord Indemnitees"), the Landlord shall not be liable for any damage or injury to person or property of the Tenant, or of any person, done or occasioned by or from the heating, ventilating, or air-conditioning systems; electric wiring; plumbing dampness; water, gas, steam, or other pipes; or sewage; or the breaking of any electric wire; the bursting, leaking, or running of water from any tank, washstand, water closet, waste pipe, sprinkler system, radiator, or any other pipe in, above, upon, or about the Demised Premises, or which may at any time hereafter be so placed; or for any damage to the Tenant's Special Installations, Alterations, or the Tenant's personal property occasioned by fire, explosion, falling plaster, electricity, smoke or wind; or water, snow, or ice being upon or coming through or from the street, roof, subsurface, skylight, trap-door, windows, or otherwise; or for any damage or injuries to persons or property arising from acts or neglect of any tenant or occupant of the Demised Premises, or any owners or occupants of adjacent or contiguous property; or for the loss or theft of any property of the Tenant however caused, including loss of property entrusted to employees of the Landlord; or for any loss, damage, or expense of the Tenant as a result of the Landlord's termination of this Lease under any provisions of this Lease. The Landlord shall not be liable for any latent defects in the Demised Premises; provided, however, that this shall not eliminate the repair and maintenance obligations of Landlord as set forth otherwise herein.

(b) To the extent permitted by law, the Tenant shall indemnify and save harmless the Landlord Indemnitees against and from all liabilities, obligations, damages, penalties, claims, costs, and expenses, including reasonable attorneys' fees, paid, suffered, or incurred as a result of (i) any breach by the Tenant, the Tenant's agents, clients, contractors, employees, invitees, licensees, servants, or visitors (collectively, the "Tenant Parties") of any covenant or condition of this Lease or (ii) the carelessness, negligence, or improper conduct of the Tenant Parties; (iii) the release of hazardous substances or materials on the Demised Premises arising from, or resulting from, the activities of the Tenant Parties; or (iv) any injury or damage to any person or property upon or about the Demised Premises arising out of the use, or occupancy, of the Demised Premises by the Tenant Parties; provided, however, that Tenant shall be relieved of its indemnification and hold harmless obligations as set forth in this paragraph with respect to any and all liabilities, obligations, damages, penalties, claims, costs, and expenses, including reasonable attorneys' fees, paid, suffered, or incurred that arise from any negligence of or omission by any of

the Landlord Indemnitees. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, client, contractor, employee, invitee, licensee, servant, or visitor of any sub-tenant. In case any action or proceeding is brought against the Landlord by reason of any such claim, the Tenant, upon written notice from the Landlord, will, at the Tenant's expense, resist or defend such action or proceeding by counsel, approved by the Landlord in writing, such approval not to be unreasonably withheld.

#### **SECTION 21. STOPPAGE OF SERVICES, INABILITY TO SUPPLY SERVICES**

(a) The Landlord reserves the right to temporarily stop the service of heating, air-conditioning, if any, ventilating, elevator, if any, plumbing, electricity, or other mechanical systems or facilities in the Demised Premises, if necessary by reason of accident or emergency, or for repairs, alterations, replacements, additions, or improvements that, in the reasonable judgment of the Landlord, are desirable or necessary, until said repairs, alterations, replacements, additions, or improvements shall have been completed. In the event of such stoppage, the Landlord shall use all reasonable means to expeditiously resume said stoppage. The exercise of such right by the Landlord shall not constitute an actual or constructive eviction, in whole or in part, or relieve the Tenant from any of its obligations under this Lease, including without limitation, the obligation of the Tenant to make repairs, or impose any liability upon the Landlord or its agents by reason of inconvenience or annoyance to the Tenant, or injury to, or interruption of, the Tenant's business, or otherwise; or entitle the Tenant to any abatement or diminution of rent, unless the stoppage lasts for more than fifteen (15) days in which case the Tenant will be entitled to an equitable diminution of rent. Except in case of emergency repairs, the Landlord will give the Tenant reasonable advance notice of any contemplated stoppage of any such systems or facilities pursuant to the foregoing, and will use diligence to complete any such repairs, alterations, replacements, additions, or improvements promptly. The Landlord shall also perform any such work in a manner designed to minimize interference with the Tenant's normal business operations, and will work with the Tenant prior to the commencement of said work to define a schedule for the completion of said work.

(b) If the Landlord shall fail to supply, or be delayed in supplying, any service expressly or impliedly to be supplied under this Lease, or shall be unable to make, or be delayed in making, any repairs, alterations, additions, improvements, or decorations, or shall be unable to supply, or be delayed in supplying, any equipment or fixtures, and if such failure, delay or inability shall result from Unavoidable Delays, such failure, delay, or inability shall not constitute an actual or constructive eviction, in whole or in part, nor impose any liability upon the Landlord or its agents by reason of inconvenience or annoyance to the Tenant, or injury to, or interruption of, the Tenant's use, business or occupation, or otherwise, or entitle the Tenant to any abatement or diminution of rent, except that if an Unavoidable Delay continues in excess of fifteen (15) days the Tenant shall be entitled to an equitable diminution of rent commencing after said thirty (30) day period.

**SECTION 22. DAMAGE BY FIRE OR OTHER CASUALTY**

(a) In the event of loss of, or damage to, the Demised Premises by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(i) If the Demised Premises or any part thereof shall be damaged by fire or other insured casualty, the Tenant shall give prompt notice thereof to the Landlord, and the Landlord, upon receiving such notice, shall proceed promptly and with reasonable diligence (unless this Lease is terminated as hereinafter provided in this **Section 22**), subject to Unavoidable Delays and a reasonable time for adjustment of insurance losses, to repair, or cause to be repaired, such damage, to the extent as can be reasonably accomplished from the net proceeds of insurance actually received by, or made available to, the Landlord, in a manner designed to minimize interference with the Tenant's occupancy (but with no obligation to employ labor at overtime or other premium pay rates) and substantially to the same condition the Demised Premises were in immediately prior to such damage, subject, however, to zoning and building laws then in existence. The Landlord shall have no liability for delays in repairing the Demised Premises as in this Lease provided. If the Demised Premises or any part thereof shall be rendered untenable by reason of such damage, the Fixed Rent, any Additional Rent and the Tenant's Capital Contribution shall proportionately abate with respect thereto for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Demised Premises rendered untenable. However, if, prior to the date when all of such damage shall have been repaired, any part of the Demised Premises so damaged shall be rendered tenantable and shall be used or occupied by the Tenant or any person or persons claiming through or under the Tenant, then the amount by which the Fixed Rent, Additional Rent and Capital Contribution shall abate shall be equitably apportioned for the period from the date of any such use.

(ii) If as a result of fire or other casualty (whether insured against or not) 25% or more of the Demised Premises is rendered untenable, the Landlord or the Tenant, within forty-five (45) days from the date of such fire or casualty, may terminate this Lease by written notice to the other party, specifying a date, not less than twenty (20) nor more than forty (40) days after the giving of such notice, on which the Term of this Lease shall expire as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease. The Fixed Rent, and Additional Rent as applicable, shall be apportioned as of the date of such fire or other casualty. If this Lease is not so terminated, then the Landlord shall proceed to repair the damage to the Demised Premises, if any shall have occurred, and the Fixed Rent Additional Rent and Capital Contribution as applicable, shall meanwhile be apportioned and abated, all as provided in **Subsection (a)(i)** above of this **Section 22**.

(b) The Landlord shall not be required to repair or replace any of the Tenant's Special Installations or Alterations, or any other personal property of the Tenant, and no damages, compensation, or claim shall be payable by the Landlord for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Demised Premises.

(c) The provisions of this **Section 22** shall be considered an express agreement governing any instance of damage or destruction of the Demised

Premises by fire or other casualty, and any law now or hereafter in force providing for such a contingency in the absence of express agreement shall have no application.

### **SECTION 23. PROPERTY INSURANCE**

(a) Beginning on the Execution Date of this Lease, and continuing until the expiration or earlier termination of the Term of this Lease, the Tenant shall, at its expense, carry insurance on the Demised Premises and the improvements used in connection with, or appurtenant to, the Building, or relating to the Demised Premises, insuring against loss or damage by fire, windstorm, or other casualty included in the perils covered by standard property insurance policies with extended coverage; and insuring against vandalism, malicious mischief, and such other risks of a similar or dissimilar nature as shall be insurable against under present or future forms of property insurance policies that are standard for use in the Commonwealth of Massachusetts; such insurance shall be in amounts sufficient to comply with any co-insurance clause applicable to the location and character of the Building, or to the improvements used in connection with, or appurtenant to the Building, or relating to the Demised Premises, and in any event, in amounts not less than 80% with respect to fire coverage insurance, or in the case of extended coverage, 100%, of the then repair and replacement cost of the property insured; during any construction periods, the Tenant shall carry or cause to be carried builder's risk coverage in amounts appropriate for the construction work undertaken. The Tenant shall, throughout the Term of this Lease, at its expense, keep the Tenant's Special Installations insured against all loss or damage by fire with extended coverage in an amount sufficient to prevent the Tenant from becoming a co-insurer. Such policy or policies of insurance covering the Demised Premises shall contain endorsements wherein and whereby the Landlord shall be given thirty (30) days' advance written notice of any cancellation or reduction in insurance under, or material amendment of, any policy and/or any endorsement issued after the date of such policy. Such policies shall be with responsible insurance companies reasonably satisfactory to the Landlord, and licensed to do business in the Commonwealth of Massachusetts that have a rating of at least "A-" and are within a financial size category of not less than "Class VIII" in the most current Best's rating guide. Prior to Delivery of Possession of the Premises to the Tenant, the Tenant shall deliver to the Landlord duplicate originals of such insurance. All such policies affecting the Demised Premises shall name the Landlord, the holder of any mortgage affecting the Demised Premises, and the Tenant as parties insured thereto, as their respective interests may appear.

(b) As provided in this **Section 23**, in the case of any loss or damage covered by such insurance carried by either the Landlord or the Tenant, the proceeds of such insurance applicable to the Demised Premises, but excluding the proceeds applicable to the Tenant's Special Installations or Alterations, which items are the responsibility of the Tenant as provided in **Section 22 (b)** above, and the amounts for which are separately scheduled on any applicable policy, shall be devoted by the Landlord, so far as may be required, to the repair, rebuilding, or restoration of the Demised Premises as required under the terms of this Lease, provided, however, that this Lease shall not have been terminated by the Tenant or the Landlord under the provisions of **Section 22** above. The insurer shall pay such proceeds to the Landlord to hold for disposition in accordance with the terms of this Lease. Any such proceeds not required to repair, rebuild, or restore the Demised Premises, or if this



Lease is terminated in accordance with the provisions of **Section 22** above by either the Landlord or the Tenant, shall become and remain the property of the Landlord.

(c) Each policy of property insurance, in which the Landlord or the Tenant is not a named insured, taken out by either the Landlord or the Tenant, relating to the Demised Premises, or to any improvements used in connection with or appurtenant to the Demised Premises, or to the Tenant's Special Installations, shall contain, if available from the insurer, an appropriate clause or endorsement under which the insurer agrees that such policy shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses payable under such policy. Should any additional premium or fee be exacted for any such clause or endorsement, the party obligated to obtain the same shall be released from such obligation unless the other party shall pay such additional premium or fee. Provided that, and during such time as, such clause or endorsement is obtainable without additional premium or fee, or if not, after such additional premium or fee shall have been paid, the Landlord and the Tenant hereby waive all right of recovery which each might otherwise have against the other, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors for any loss or damage to the Demised Premises, or improvements used in connection with or appurtenant to the Demised Premises, or the Tenant's Special Installations, as the case may be, by reason of any peril insured against under any such policy, notwithstanding that such loss or damage may result from the negligence or fault of the other, its agents, clients, contractors, employees, employees, invitees, licensees, servants, or visitors.

(d) The Landlord and the Tenant will:

(i) if requested, notify the other as to the provisions of fire and extended coverage insurance policies obtained pursuant to **Subsection (a)** above of this **Section 23**; and,

(ii) notify the other promptly of any change of the terms of any such policy that would affect such provisions.

(e) To the extent that such action will not invalidate any policy of insurance (other than policies of fire and extended coverage insurance) taken out by the Landlord or the Tenant relating to the Demised Premises, other improvements used in connection with and appurtenant to the Demised Premises or the Tenant's Special Installations, as the case may be, and to the extent of actual recovery under such policy, the Landlord and the Tenant hereby waive all right of recovery which each might otherwise have against the other, its agents, clients, contractors, employees, invitees, licensees, servants, and visitors for any loss or damage to the Demised Premises or the Tenant's Special Installations as the case may be, by reason of any peril insured against under any such policy, notwithstanding that such loss or damage may result from the negligence or fault of the other, its agents, clients, contractors, employees, invitees, licensees, servants, or visitors.

(f) The Tenant understands and acknowledges that the Landlord is, and intends to remain, a self-insurer, and does not have, and does not intend to obtain in the future, any physical property insurance covering the Demised Premises.

**SECTION 24. TENANT'S LIABILITY INSURANCE**

(a) The Tenant shall, at its expense, beginning on the Execution Date of this Lease, and throughout the Term of this Lease, maintain commercial general liability insurance against claims for damages for bodily injury or death occurring upon, in, or about the Demised Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$2,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage. Such comprehensive general liability insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Demised Premises, provided that the protection afforded thereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Demised Premises, and provided further that in all other respects any such policy shall comply with the other provisions of this **Section 24**.

(b) All insurance provided in this **Section 24** shall be effected under valid and enforceable policies issued by insurers, satisfactory to the Landlord, of generally recognized responsibility, licensed to do, and doing, business in the Commonwealth of Massachusetts, and shall name the Landlord as an insured. Copies of required insurance policies, plus certificates of insurance, shall be delivered by the Tenant to the Landlord within ten (10) days of the execution of this Lease. The Tenant shall submit copies of successor policies and certificates of insurance to the Landlord on an annual basis within thirty (30) days of renewal of policies. The Tenant shall also furnish to the Landlord upon the Commencement Date, and thereafter from time to time at the Landlord's request, a certificate signed by an executive officer of the Tenant certifying that the insurance required under this **Section 24** is in force, that such insurance complies with the provisions of this **Section 24**, and that the premiums thereon have been paid.

(c) All policies of insurance required under this **Section 24** shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be canceled or changed without at least thirty (30) days' prior written notice to the Landlord.

(d) The insurance policies required by this Lease shall specifically cover the indemnity provisions of this Lease. The Tenant shall be considered in default of this Lease if any of the required insurance coverages expires, lapses, or is otherwise not valid.

**SECTION 25. DEFAULT OF TENANT**

(a) If at any time subsequent to the date of this Lease, any one or more of the following events (herein referred to as "Default of the Tenant") shall happen:

(i) the Tenant shall default in the due and punctual payment of any charge or amount payable hereunder, and such default shall continue for fifteen (15) days after written notice to the Tenant from the Landlord (for purposes of the Landlord's availing itself of its remedies at law, any charges or amounts payable hereunder shall be deemed "rent"); or,

(ii) the Tenant shall neglect or fail to perform, or observe, any other covenant herein contained on the Tenant's part to be performed, or

observed; and the Tenant shall fail to remedy the same within thirty (30) days after written notice to the Tenant from the Landlord specifying such neglect or failure; or, if such Default of the Tenant is of such a nature that the Tenant cannot reasonably remedy the same within such thirty (30)-day period, the Tenant shall fail to commence promptly to remedy the same within such thirty (30)-day period, and to prosecute such remedy to completion with diligence and continuity; or,

(iii) the Tenant shall make an assignment for the benefit of creditors; or,

(iv) the Tenant's leasehold interest in the Demised Premises shall be taken on execution, or by other process of law (other than a Taking), directed against the Tenant; or,

(v) the Tenant shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself, under any present or future federal, state, or other statute, law, or regulation for the relief of debtors; or shall seek or consent to acquiesce in, the appointment of any trustee, receiver, or liquidator of the Tenant, or of all or any substantial part of its properties; or shall admit in writing its inability to pay its debts generally as they become due; or,

(vi) a petition shall be filed against the Tenant in bankruptcy, or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, under any present or future federal, state, or other statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or if a debtor in possession (whether or not the Tenant), trustee, receiver, or liquidator of the Tenant, or of all or any substantial part of its properties, or of the Demised Premises, shall be appointed without the consent or acquiescence of the Tenant, and such appointment shall remain unvacated, or unstayed, for an aggregate of sixty (60) days (whether or not consecutive)-

**then**, in any such cases, the Landlord may at any time thereafter terminate this Lease by written notice to the Tenant, specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate, and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease; and the Tenant will then quit and surrender the Demised Premises to the Landlord, but the Tenant shall remain liable as hereinafter provided. All costs and expenses incurred by, or on behalf of, the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any Default of the Tenant, shall be paid by the Tenant.

(b) If this Lease shall have been terminated as provided in this **Section 25**, or if any execution or attachment shall be issued against the Tenant, or any of the Tenant's property, whereupon the Demised Premises shall be taken or occupied by someone other than the Tenant, then the Landlord may, without notice, re-enter the Demised Premises, either by force, summary proceedings, ejectment, or otherwise, and remove and dispossess the Tenant, and all other persons, and any and all property, from the same, as if this Lease had not been made, and the Tenant hereby waives the service of notice

of intention to re-enter or to institute legal proceedings to that end.

(c) In the event of such termination, the Tenant shall pay the Fixed Rent, and other sums payable hereunder, up to the time of such termination; and thereafter the Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Demised Premises shall have been re-let, shall be liable to the Landlord for, and shall pay to the Landlord, as liquidated current damages:

(i) the Fixed Rent, Capital Contribution, any Additional Rent, and other sums that would be payable hereunder if such termination had not occurred, LESS

(ii) the net proceeds, if any, of any re-letting of the Demised Premises, after deducting all expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such re-letting.

(d) the Tenant shall pay such current damages to the Landlord monthly on the days on which the Fixed Rent would have been payable hereunder if this Lease had not been terminated, and the Landlord shall be entitled to receive the same from the Tenant, on each such day.

(e) At any time after such termination, whether or not the Landlord shall have collected any such current damages, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, on demand, as liquidated final damages, and in lieu of all such current damages beyond the date of such demand, an amount equal to the excess, if any, of:

(i) the Fixed Rent, any Additional Rent, and other sums as hereinbefore provided, that would be payable hereunder from the date of such demand (or, if it be earlier, the date to which the Tenant shall have satisfied in full its obligation under this **Section 25** to pay current damages) for what would be the then unexpired term of this Lease, if the same remained in effect, LESS

(ii) the then fair net rental value of the Demised Premises for the same period.

(f) In the computation of such liquidated final damages the amount by which any installment of Fixed Rent, any Additional Rent, and other sums shall exceed the fair and reasonable rental value of the Demised Premises for the period for which such installment of Fixed Rent, any Additional Rent, and other sums would have been payable, shall be discounted at the rate of 6% per annum to the date of such demand, or to the date to which the Tenant shall have satisfied in full its obligation to pay such current damages, as the case may be. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Demised Premises, or any part thereof, shall have been re-let by the Landlord for the period which would otherwise have constituted the unexpired portion of the Term of this Lease, or any part thereof, the amount of rent reserved on such re-letting shall be deemed, *prima facie*, to be the fair and reasonable rental value for the part, or the whole, of the Demised Premises so re-let during the term of re-letting.

(g) If any statute or rule of law governing a proceeding in which such liquidated final damages are to be proved shall validly limit the amount

thereof to an amount less than the amount above agreed upon, the Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. Nothing contained in this **Section 25** shall be deemed to limit or preclude the recovery by the Landlord from the Tenant of the maximum amount allowed to be obtained in damages by any statute or rule of law, or of any sums or damages to which the Landlord may be entitled, in addition to the damages set forth in this **Section 25**.

(h) In case of any Default of the Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, the Landlord may

(i) re-let the Demised Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may, at the Landlord's option, be equal to or less than, or exceed, the period which would otherwise have constituted the balance of the Term of this Lease; and may grant concessions or free rent to the extent that the Landlord considers advisable and necessary to re-let the same; and,

(ii) make such alterations, repairs, and decorations in the Demised Premises as the Landlord, in its reasonable judgment, considers advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations, repairs, and decorations shall not operate, or be construed, to release the Tenant from liability hereunder as aforesaid. The Landlord shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises, or, in the event the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting. The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Landlord obtaining possession of the Demised Premises, by reason of the violation by the Tenant of any of the covenants and conditions of this Lease.

(i) The Tenant acknowledges that any default in the timely payment of the monthly installments of Annual Fixed Rent will result in additional expense to the Landlord, to verify the default and collect the Rent. The Tenant acknowledges further that the actual cost to the Landlord in each particular case will vary according to the circumstances of the case, and that the determination of the precise costs would, in itself, result in considerable expense. Accordingly, the Tenant agrees that if any monthly installment of Annual Fixed Rent due under this **Section 25** is not paid prior to the fifth (5th) day of the month when due, the Tenant shall pay the Landlord a late charge of \$100 with respect to the delayed or defaulted installment, as liquidated damages in lieu of the actual amount of expense incurred by the Landlord by reason of the delay or default in payment, and not as a penalty or as additional interest. Such late payment charges shall be in addition to all money damages and other rights and remedies available to the Landlord under this Lease, and under the law of Massachusetts.

## **SECTION 26. REMEDYING DEFAULTS**

(a) If either party shall default in the observance or performance of any term or covenant on its part to be observed, or performed under, or by virtue of, any of the terms or provisions in any Section of this Lease, the other party, without being under any obligation to do so, and without thereby waiving such default, may remedy such default for the account, and at the expense of, the defaulting party, immediately and without notice in case of emergency, or, in any other case, if the defaulting party shall fail to

remedy such default with all reasonable diligence within thirty (30) days after notice specifying such default in reasonable detail. If either party makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 2% per annum over the prime rate as announced by the Bank of America, and costs, shall be paid to it by the other party.

#### **SECTION 27. REMEDIES**

(a) The specific remedies to which the Landlord or the Tenant may resort under the terms of this Lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Landlord or the Tenant, as the case may be, may be lawfully entitled in case of any breach, or threatened breach, by either of them of any provisions of this Lease. If there is more than one the Tenant, the obligations imposed by this Lease upon the Tenant shall be joint and several.

#### **SECTION 28. NON-RECOURSE**

(a) The Tenant shall look only to the estate held by the Landlord in the Demised Premises, and shall in no event have recourse to the Landlord, or to the individual estates of the persons signing herein for the Landlord, for the satisfaction of any claim arising out of, or resulting from, any term, covenant, or condition of this Lease.

(b) The Landlord shall not look to the individual estates of the persons signing herein for the Tenant, and shall in no event have recourse to the individual estates of the persons signing herein for the Tenant, for the satisfaction of any claim arising out of, or resulting from, any term, covenant, or condition of this Lease.

(c) Except as expressly provided herein, neither party shall be liable to the other for any incidental, indirect, special, or consequential damages of any kind, including, but not limited to, any loss of use, loss of business, or loss of profit.

#### **SECTION 29. WAIVER OF TRIAL BY JURY**

(a) It is mutually agreed by and between the Landlord and the Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of the Landlord and the Tenant, the Tenant's use of, or occupancy of, said premises, and any emergency statutory or any other statutory remedy.

#### **SECTION 30. WAIVER REQUIREMENTS**

(a) No agreement to make or accept any surrender, change, modification, waiver, termination, discharge, release, or cancellation of this Lease, or to relieve the Tenant of any obligation or liability under

this Lease, shall be valid unless in writing signed by the Landlord. The delivery of keys to any employee of the Landlord, or of the Landlord's agent, shall not operate as a termination of this Lease, or a surrender of the Demised Premises.

(b) The failure of the Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations annexed hereto, or hereafter adopted by the Landlord, as provided in **Section 19** above, shall not be deemed a waiver of such violation, nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Landlord of rent, with knowledge of the breach of any covenant of this Lease, shall not be deemed a waiver of such breach. The failure of the Landlord to enforce any of said Rules and Regulations against the Tenant shall not be deemed a waiver of any such Rules and Regulations. No provisions of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord.

(c) No payment by the Tenant, or receipt by the Landlord, of a lesser amount than a monthly installment of Annual Fixed Rent (or any Additional Rent) shall be deemed to be other than on account of the earliest such installment, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent, be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such installment, or pursue any other remedy provided in this Lease.

#### **SECTION 31. CONDEMNATION**

(a) In the event of a Taking of the whole of the Demised Premises, this Lease, and the Term of this Lease, shall terminate as of the date of such Taking. If only a part of the Demised Premises shall be so taken, then, except as otherwise provided in this subsection, this Lease, and the Term of this Lease, shall continue in force and effect, but, from and after the date of the Taking, the Annual Fixed Rent and any Additional Rent shall be equitably reduced on the basis of the portion of the Demised Premises so taken. If more than 10% of the total area of the Demised Premises is taken, the Landlord, at the Landlord's option, may give the Tenant within sixty (60) days next following the date upon which the Landlord shall have received notice of the Taking, a thirty (30)-day notice of termination of this Lease; and, if more than 50% of the total area of the Demised Premises shall be taken, or, if, by reason of such Taking, the Tenant no longer has reasonable use of the Demised Premises, the Tenant, at the Tenant's option, may give to the Landlord within sixty (60) days next following the date upon which the Tenant shall have received notice of such Taking, a thirty (30)-day notice of termination of this Lease. In the event any such thirty (30)-day notice of termination is given by the Landlord or the Tenant, this Lease, and the Term of this Lease, shall terminate upon the expiration of said thirty (30) days. In the event of the termination of this Lease pursuant to any of the foregoing provisions of this **Subsection 31(a)** then, to the extent permitted by applicable law and such Taking, the Tenant shall have access to the Demised Premises in order to remove the Tenant's Special Installations and any other personal property then owned by the Tenant, and which the Tenant is entitled to remove pursuant to this Lease during the period of thirty (30) days from the date the Tenant is permitted access therefor. In the event of

any Taking that does not result in the termination of this Lease, the Landlord shall repair, alter, and restore the remaining portions of the Demised Premises to their former condition to the extent that the same may be feasible.

(b) The Landlord shall have the exclusive right to receive any and all awards made for damages to the Demised Premises, and leasehold hereby created, or any one of them, accruing by reason of a Taking or by reason of anything lawfully done in pursuance of public or other authority. The Tenant hereby releases and assigns to the Landlord all the Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments therefor. However, the Tenant reserves any rights to any award for its moving expenses, or to any other special award not constituting part of the award, to which the Landlord would otherwise be entitled.

#### **SECTION 32. ASSIGNMENT AND SUB-LETTING PROHIBITED**

(a) Tenant shall not mortgage, pledge, encumber, sell, assign, or transfer this Lease, in whole or in part, or sublease all or any part of the Demised Premises, or permit the use or occupation of all or any part of the Demised Premises, by any concessionaire, licensee, or other party, without the Landlord's consent, which consent shall not be unreasonably withheld or delayed. The Tenant shall reimburse the Landlord for Landlord's third-party, out-of-pocket costs in connection with any request by the Tenant for consent under this **Section 32**.

(b) If the Tenant's interest in this Lease is assigned in violation of the provisions of this **Section 32**, the Landlord may collect amounts payable by the Tenant under this Lease from the assignee; if the Demised Premises, or any part thereof, are subject to, or occupied by, or used by, any person other than the Tenant in violation of this **Section 32**, the Landlord, after default by the Tenant under this Lease, may collect rent from the sub-tenant, user, or occupant. In either case, the Landlord shall apply the net amount collected to amounts payable by the Tenant under this Lease, but neither any such assignment, sub-letting, occupancy, or use, nor any such collection or application, shall be deemed a waiver of any term, covenant, or condition of this Lease, or the acceptance by the Landlord of such assignee, subtenant, occupant, or user as tenant. Neither any assignment of the Tenant's interest in this Lease, nor any subletting, occupancy, or use of the Demised Premises, or any part thereof, by any person other than the Tenant, nor any collection of rent by the Landlord from any person other than the Tenant, as provided in this paragraph, nor any application of any such rent as provided in this paragraph, shall, in any circumstances, relieve the Tenant of its obligation fully to observe and perform the terms, covenants, and conditions of this Lease on the Tenant's part to be observed and performed.

#### **SECTION 33. BROKERAGE BY TENANT; INDEMNITY**

(a) Both parties to this Lease hereby warrant and represent to each other that they have not, directly or indirectly, dealt with any broker, agent, or other person with respect to this Lease, except that Tenant is



working with Robert B. Cleary of UGL Equis and is solely responsible for payment of said broker; and both parties hereby agree to indemnify, hold harmless, and defend the other party from any claims for a brokerage commission, or other compensation, by any broker, agent, or other person engaged by either party in connection with the execution and delivery of this Lease.

#### **SECTION 34. TRANSFEREE LIABILITY**

(a) In the event of:

(i) any conveyance or other transfer of the Landlord's interest in the Demised Premises; or

(ii) any assignment of this Lease—

then, all liabilities and obligations of the grantor, transferor, lessor, or assignor, as the case may be, shall terminate, and all liabilities and obligations of the Landlord shall, *ipso facto*, be binding upon the new owner or lessee.

#### **SECTION 35. SURRENDER**

(a) Upon the expiration or other termination of the Term of this Lease, except as otherwise expressly provided elsewhere in this Lease, the Tenant shall remove all its property, and shall quit and surrender to the Landlord the Demised Premises, broom clean, in good order and condition, excepting only ordinary wear and tear, damage by fire, or other casualty. The Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

#### **SECTION 36. LEASE AS ENTIRE AGREEMENT**

(a) This Lease contains the entire agreement between the parties, and all prior negotiations, representations, warranties, and agreements with respect to the Demised Premises, or this Lease, are merged in this Lease. This Lease may not be changed, modified, or discharged, in whole or in part, orally, and no executory agreement shall be effective to change, modify, or discharge, in whole or in part, this Lease, or any obligations under this Lease, unless such agreement is set forth in a written instrument, executed by the party against whom enforcement of the change, modification, or discharge is sought.

#### **SECTION 37. BINDING EFFECT; INDEPENDENT COVENANTS**

(a) The terms and provisions of this Lease shall be binding upon and inure to the benefit of the Landlord and the Tenant and their permitted respective successors, and, except as otherwise provided in **Section 32** above, their assigns, subject, however, to the provisions of **Section 27** and **Section 28** above.

(b) The Landlord and the Tenant each warrant and represent on their own behalf that they are duly authorized to execute and enter into this Lease.

(c) The Tenant's agreements to pay Fixed Rent, Additional Rent, and other payments under this Lease are independent covenants. The Tenant shall have no right to withhold any payment of Fixed Rent, Additional Rent, or other payments because of any breach or alleged breach by the Landlord under this Lease, except as expressly set forth elsewhere in the Lease. Each term and provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition.

### **SECTION 38. ESTOPPEL CERTIFICATES**

(a) The Tenant agrees from time to time, upon not less than fifteen (15) days prior written request by the Landlord, to execute, acknowledge, and deliver to the Landlord a statement in writing certifying, as applicable, that this Lease is unmodified and in full force and effect, and that the Tenant has no defenses, offsets, or counterclaims against its obligations to pay the Annual Fixed Rent, any Additional Rent, and other charges hereunder; and to perform its other covenants under this Lease; and that there are no uncured defaults of the Landlord or the Tenant under this Lease (or, if there have been any modifications, that the same are in full force and effect as modified, and stating the modifications and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Fixed Rent, any Additional Rent, and other charges have been paid. Any such statement delivered pursuant to this paragraph may be relied upon by any purchaser, lessee, or Mortgagee of the Land or Demised Premises, or any assignee of any Mortgagee of the Land or Demised Premises.

### **SECTION 39. SUBORDINATION; RIGHTS OF MORTGAGEE**

(a) The Tenant agrees, at the Landlord's request, to execute and deliver promptly any certificate or other instrument that the Landlord may reasonably request subordinating this Lease and all rights of the Tenant under this Lease to any Mortgage, and to all advances made under any such Mortgage, provided that the holder of any such Mortgage shall execute and deliver to the Tenant a non-disturbance agreement to the effect that in the event of any foreclosure of such Mortgage, such holder agrees not to name the Tenant as a party defendant to such foreclosure, nor to disturb its possession under this Lease so long as there shall be no default by the Tenant under this Lease.

(b) The Tenant agrees that if this Lease is so subordinated, no entry under any such Mortgage or sale for the purpose of foreclosing the same shall be regarded as an eviction of the Tenant, constructive or otherwise, or give the Tenant any right to terminate this Lease, whether it attorns or becomes tenant of the Mortgagee or new owner or not.

(c) Nothing contained in **Sections 39(a) or (b)** above, or in any such non-disturbance agreement or non-disturbance provision, shall, however, affect the prior rights of the holder of any first Mortgage with respect to the proceeds of any award in condemnation, or of any fire insurance policies affecting the Demised Premises, or impose upon any such holder any liability:

- or;
- (i) for the erection or completion of the Demised Premises,
  - (ii) in the event of damage or destruction to the Demised Premises by fire or other casualty, for any repairs, replacements, rebuilding, or restoration, except such repairs, replacements, rebuilding, or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or;
  - (iii) for any default by the Landlord under this Lease occurring prior to any date upon which such holder shall become the Tenant's landlord, or;
  - (iv) for any credits, offsets, or claims against the rent under this Lease as a result of any acts or omissions of the Landlord committed or omitted prior to such date, and any such agreement or provisions may so state.

**SECTION 40. METHOD OF GIVING BILLS AND NOTICES**

(a) Except as otherwise herein provided, any bill, statement, request, notice, or communication that may be desired, or be required to be given, made, or rendered to either the Tenant or the Landlord by the other party shall be in writing, and deemed sufficiently given, made, or rendered, if addressed to the appropriate party's Original Address, or subsequent address changed as specified in this **Section 40**, and delivered by hand, deposited by an overnight courier service, or sent by certified or registered mail, postage pre-paid, return receipt requested. Either party may at any time change its address for the aforementioned purposes by notice thereof given to the other party in the same manner.

**SECTION 41. APPLICABLE LAW**

(a) This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**SECTION 42. HEADINGS FOR REFERENCE ONLY**

(a) The Table of Contents and section headings in this Lease are for convenience and reference only, and in no way define or limit the scope or content of this Lease, or in any way affect its provisions.

**SECTION 43. SEVERABILITY**

(a) If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed, sealed, and delivered this Lease as of the execution date indicated above.

**SIGNATURES**

LYCEE INTERNATIONAL DE BOSTON/  
INTERNATIONAL SCHOOL OF BOSTON, INC.

Richard Blumenthal  
Richard Blumenthal, Head of School

TOWN OF ARLINGTON

By its Board of Selectmen,

Steven M. Byrne, Chair

Joseph A. Curro, Jr., Vice-Chair

Kevin F. Greeley

Diane M. Mahon

Daniel J. Dunn

**TENANT RULES AND REGULATIONS**

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, or halls in or about the Demised Premises shall not be obstructed, or encumbered, or used for any purpose other than ingress or egress to and from the Demised Premises.
2. No awnings or other projections shall be attached to the outside walls or windows of the Demised Premises without the prior written consent of the Landlord. No curtains, blinds, shades, or screens shall be attached to, or hung in, or used in connection with, any window or door of the Demised Premises without the prior written consent of the Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design, and color, and attached in a manner approved by the Landlord.
3. No articles shall be put in front of, or affixed to, any part of the exterior of the Demised Premises.
4. The water and wash closets, and other plumbing fixtures, shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. Neither the Landlord nor an occupant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the Demised Premises. The provisions of this Rule and Regulation shall be subject, in all respects, to the provisions of this Lease.
5. No motor vehicles, or animals of any kind (other than caged small specimen animals) shall be brought into, or kept in or about, the Building. This sentence shall be subject in all respects to the provision of this Lease. Neither the Landlord nor any occupant shall cause, or permit, any unusual or objectionable odors to emanate from the Demised Premises.
6. Except as may be expected in connection with the use of the Demised Premises as described in **Section 15** of the Lease to which these Rules and Regulations are attached, neither the Landlord nor any occupant shall make, or permit to be made, unseemly or disturbing noises, or disturb or interfere with the neighborhood, whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
7. No additional lock or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks, or the mechanism thereof, without the Landlord's prior written consent, such consent not unreasonably to be withheld. the Landlord must, upon the termination of its tenancy, restore to the Landlord all keys, either furnished to, or otherwise procured by, the Landlord.
8. If the Demised Premises become infested with vermin, the Tenant, at its sole cost and expense, shall cause such vermin on the Demised Premises to be exterminated from time to time, to the satisfaction of the

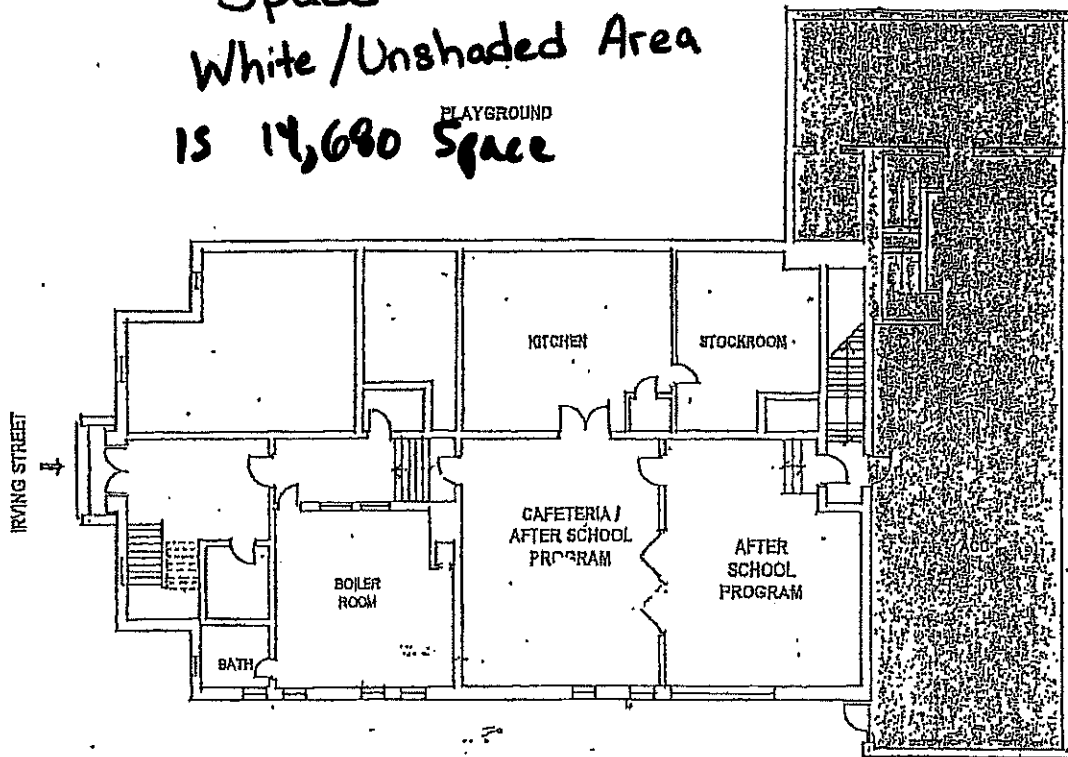
EXECUTION COPY

Landlord, and shall employ such exterminators therefor as shall be approved by the Landlord. If the cause of the vermin is located on other than the Demised Premises, the Landlord will coordinate with the Tenant in taking action to ensure that the source is exterminated.

EXECUTION COPY

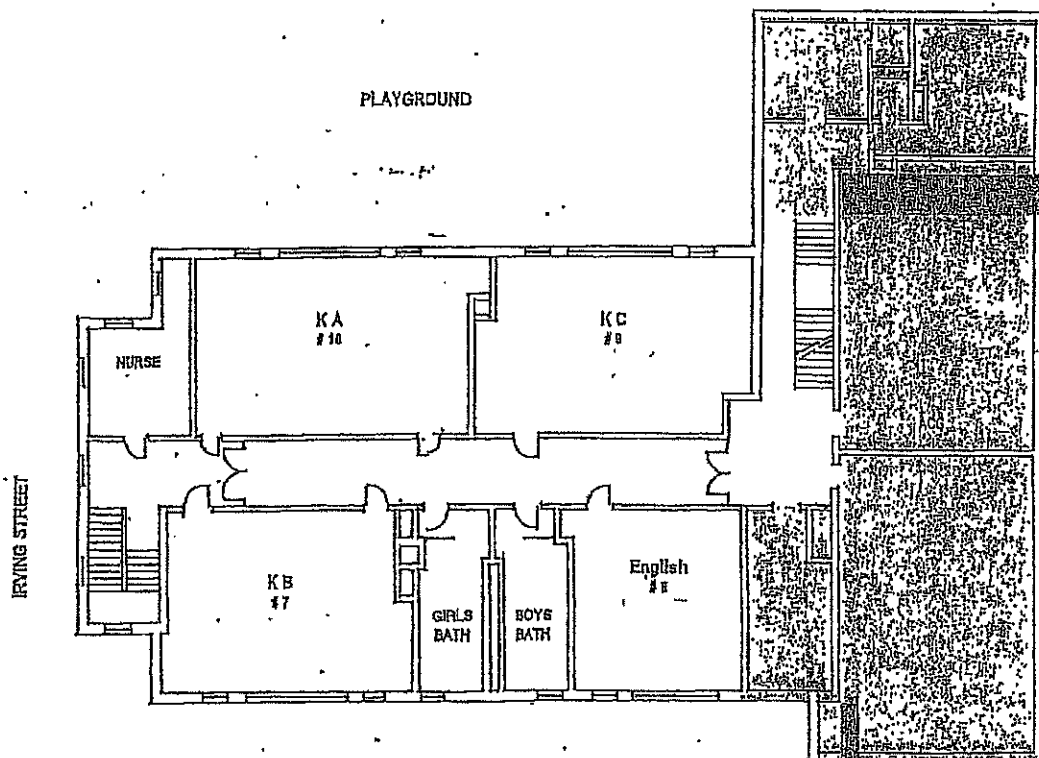
EXHIBIT A

Space A  
White / Unshaded Area  
is 14,680 Space



### BASEMENT FLOOR PLAN /

17 Irving Street, Arlington

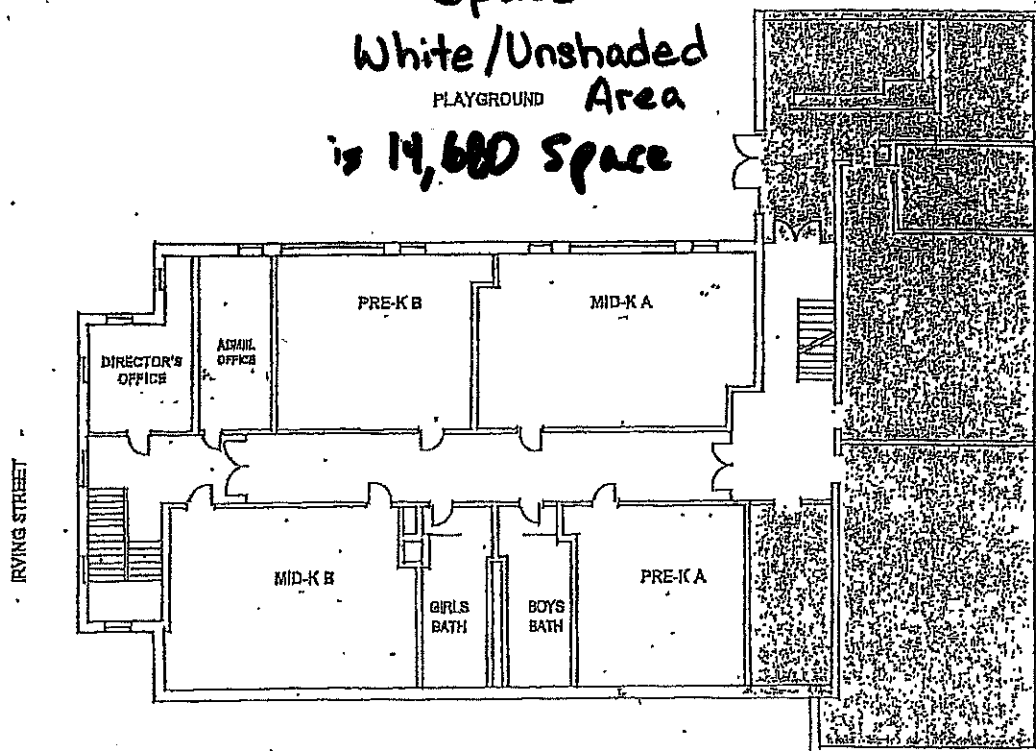


### SECOND FLOOR PLAN /

17 Irving Street, Arlington



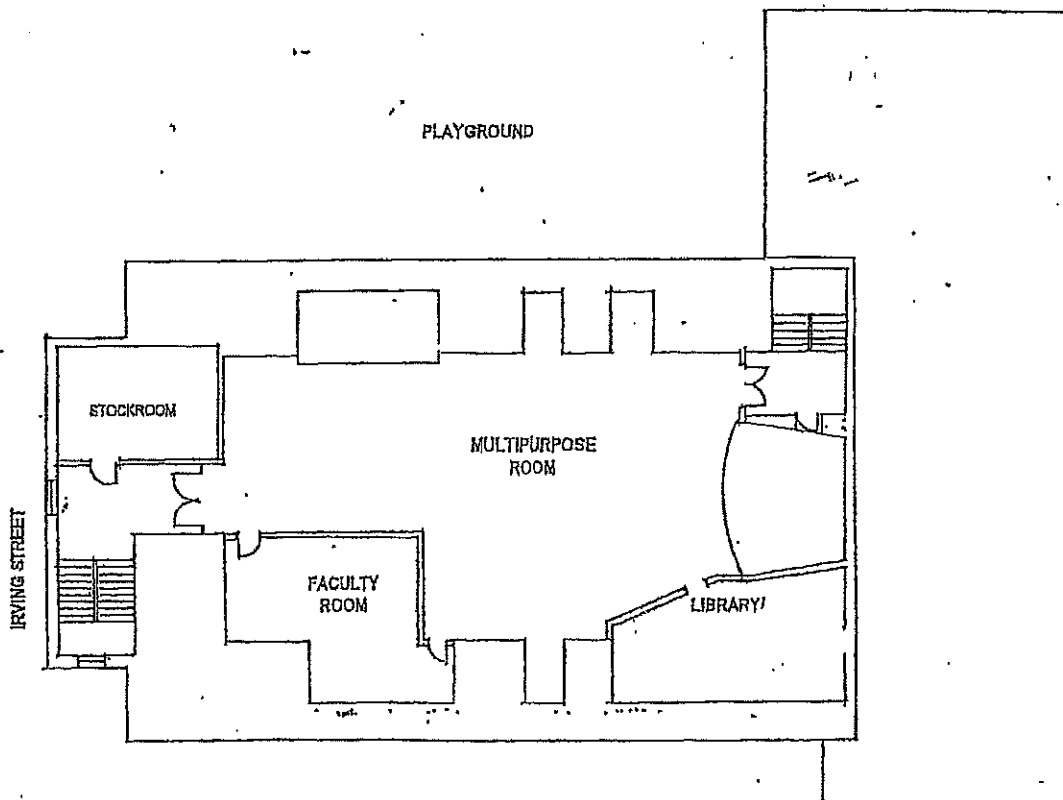
Space A  
White / Unshaded  
PLAYGROUND Area  
is 14,600 Space



2005/2008

# FIRST FLOOR PLAN /

17 Irving Street, Arlington



2005/2008

# THIRD FLOOR PLAN /

17 Irving Street, Arlington



**Town of Arlington  
Office of the Town Manager**

**Adam W. Chapdelaine**  
Town Manager

**730 Massachusetts Avenue  
Arlington MA 02476-4908  
Phone (781) 316-3010  
Fax (781) 316-3019  
E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)**

**To:** Board of Selectmen

**From:** Adam W. Chapdelaine, Town Manager

**RE:** Notice of Intent to Exercise Option to Renew Leases – Parmenter School

**Date:** December 15, 2017

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I am writing to request the Board's authorization to notify both tenants of the Parmenter School that the Town intends to exercise its option to renew their leases for an additional five year period. As the Board is aware, the Town leases space in the Parmenter School to the International School of Boston (ISB) and the Arlington Children's Center (ACC). The current leases (attached to this agenda item) expire June 30, 2019, and both leases contain an option to renew for an additional five year period, expiring June 30, 2024.

The ISB lease requires that the Town send notice of intent to renew by January 1, 2018 and the ACC lease requires notice of intent to renew to be sent by June 30, 2018. Though the Board could certainly defer its decision on the ACC lease until the early part of 2018, I am requesting authorization to provide notice of intent to renew to both tenants in an attempt to reduce any uncertainty felt by ACC. Should the Board choose to defer a decision on the ACC lease, I would still respectfully request authorization to provide notice to the ISB.

I have discussed this recommendation with the Superintendent Bodie and we both agree that it is a prudent measure at this time given the recent expansion completed at the Thompson School and the planned expansion at the Hardy School. Should future enrollment increases prompt the need to consider utilizing the Parmenter School as a Town school, the window of this extension would not present a major obstacle. We would be able to begin planning and design during the lease period if necessary and begin construction after the close of the lease extension period. Most importantly, we both agree that it is critical to maintain the rent paid by the tenants as a revenue source for as long as possible in the absence of having any certainty about knowing if we will need to building in the future.

I am happy to answer any questions that the Board may have in regard to this matter at Monday's meeting.



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## Town of Arlington, Massachusetts

### Request Change to Existing Traffic Restriction at Intersection of Venner Road and Concord Turnpike

#### Summary:

Kevin Carter, 18 Longfellow Road via Request/Answer Center

#### ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Carter_CR.pdf	Carter CR, Meeting Notice

On 12/12/2017 6:45:44 PM, System Generated Message:

Confirmation Message sent to: **Kevin Carter**

**Subject:** Arlington Request/Answer Center Request :: W089813-121217

**Body:**

Thank you. Your request has been submitted to the Arlington Board of Selectmen. You will receive a response, in most cases, within one business day.

12/12/2017 6:45:44 PM

Please consider my request to modify existing restrictions on Venner Road at its junction with Concord Turnpike. I propose to post an additional sign there to exempt bicycle traffic from the prohibition to enter during the 4pm-7pm time frame. I imagine it would be similar to the "Except Bicycles" sign that exists nearby in Belmont to regulate the right turn to Oliver Road from Brighton Street. Reasons to support this proposal include acknowledgement of the regular and large number of bicyclists that transit that area then; many trek there to train on the steep Spring Street/Eastern Avenue nearby but others are local commuters coming home. The alternative route - Concord Turnpike - is relatively unsafe by any standard. That's it. Thanks for your consideration, and I hope you will support and recommend this proposal. Please let me know if I can do more to help make this happen.

Kevin Carter

W089813-121217

On 12/14/2017 11:20:13 AM, Fran Reidy wrote:  
Hello,

Your request to modify the traffic restrictions at the intersection of Venner Road and Concord Turnpike will be on the agenda for the next Board of Selectmen meeting which is Monday, December 18. It will be in the section called 'Correspondence Received'. The meeting begins at 5:30 p.m. It is not necessary for you to attend the meeting, although you may do so if you wish. Please call the Selectmen's Office, 781-316-3023, if you have any questions.

Fran Reidy



## **Town of Arlington, Massachusetts**

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### **Town Manager Vacation Leave Buy Back**

#### **Summary:**

Adam W. Chapdelaine, Town Manager

#### **ATTACHMENTS:**

Type	File Name	Description
▢ Correspondence	Town_Manager_Vac_BuyBack_2017_REVISED.pdf	Memorandum to Board



**Town of Arlington  
Office of the Town Manager**

**Adam W. Chapdelaine**  
Town Manager

730 Massachusetts Avenue  
Arlington MA 02476-4908  
Phone (781) 316-3010  
Fax (781) 316-3019  
E-mail: [achapdelaine@town.arlington.ma.us](mailto:achapdelaine@town.arlington.ma.us)  
Website: [www.arlingtonma.gov](http://www.arlingtonma.gov)

**To:** Members of the Board of Selectmen

**From:** Adam W. Chapdelaine, Town Manager

**CC:** Richard Viscay, Comptroller, Caryn Malloy, Human Resources Director

**RE:** Town Manager Vacation "Buy Back" - REVISED

**Date:** December 14, 2017

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Pursuant to Section 3A (included below) of the terms of my employment agreement with the Board, I am writing to inform the Board of my intention to request the "buy back" of eight (8) unused vacation days from calendar year 2017.

If you have any questions in regard to this matter, please do not hesitate to contact me.

**3. Vacation, Sick Leave, and Long Term Disability**

**A. Vacation Leave.**

Mr. Chapdelaine shall earn twenty (20) vacation days per calendar year. Mr. Chapdelaine's vacation accrual shall be prorated for service of less than one full calendar year. Mr. Chapdelaine, at his option, may elect to have the Town "buy back" up to and including ten (10) accrued unused vacation days per calendar year provided that Mr. Chapdelaine gives the Board written notice that he will be requesting such buyback. This buyback will be subject to all legally required withholdings. Vacation that is not used and that has not been bought back shall not be carried over into a subsequent calendar year.



## **Town of Arlington, Massachusetts**

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**Next Scheduled Meeting of BoS January 8, 2018.**